

# City of Glendale Council Meeting Agenda

## April 10, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

### Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

### Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

### Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, [www.glendaleaz.com](http://www.glendaleaz.com)

### Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

### Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

### How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

**Public Hearings** are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

**When speaking at the Podium**, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



**\*\* For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.**

**\*\* Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.**

### Councilmembers

Norma S. Alvarez - Ocotillo District  
H. Philip Lieberman - Cactus District  
Manuel D. Martinez - Cholla District  
Joyce V. Clark - Yucca District  
Yvonne J. Knaack – Barrel District



**MAYOR ELAINE M. SCRUGGS**

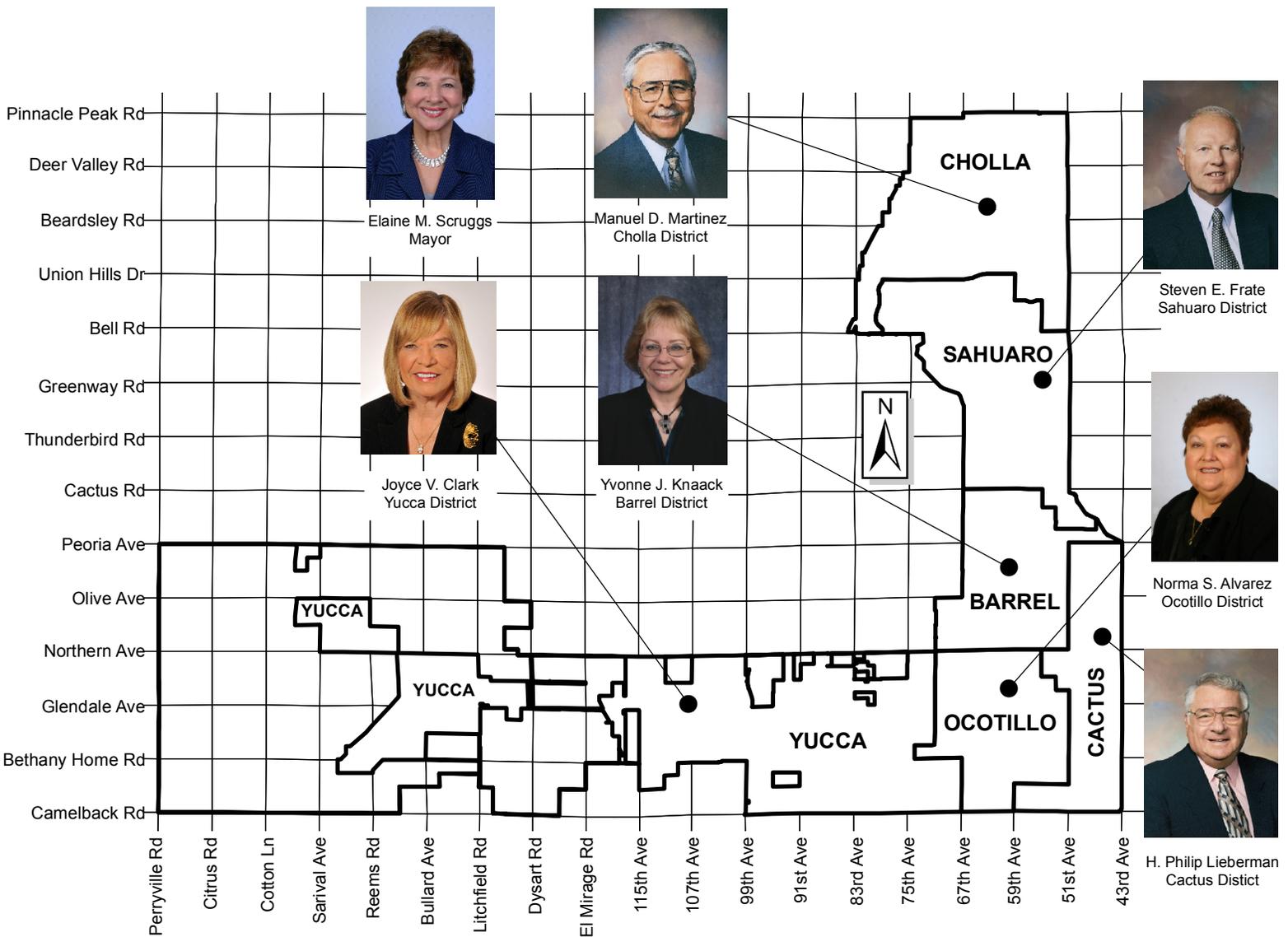
Vice Mayor Steven E. Frate - Sahuaro District

### Appointed City Staff

Ed Beasley – City Manager  
Craig Tindall – City Attorney  
Pamela Hanna – City Clerk  
Elizabeth Finn – City Judge



# Council District Boundaries





**GLENDALE CITY COUNCIL MEETING  
Council Chambers  
5850 West Glendale Avenue  
April 10, 2012  
7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**APPROVAL OF THE MINUTES OF March 27, 2012**

**CONSENT AGENDA**

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.**

1. LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA  
PRESENTED BY: Susan Matousek, Revenue Administrator

2. RENTAL AGREEMENTS WITH EMPIRE SOUTHWEST, LLC  
PRESENTED BY: Debora Black, Interim Police Chief

**CONSENT RESOLUTIONS**

3. MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING  
PRESENTED BY: Debora Black, Interim Police Chief  
RESOLUTION: 4556

4. ADDENDUM TO AGREEMENT WITH SALT RIVER PROJECT FOR UTILITY  
RELOCATION AND ENHANCEMENTS AT GRAND AND MISSOURI AVENUES  
PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services  
RESOLUTION: 4557

5. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY  
DIVISION  
PRESENTED BY: Mark Burdick, Fire Chief  
RESOLUTION: 4558

## **BIDS AND CONTRACTS**

6. AGREEMENT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA  
PRESENTED BY: Jim Colson, Deputy City Manager

## **RESOLUTIONS**

7. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR POLICE  
DEPARTMENT RECORD COMPUTER SYSTEM

PRESENTED BY: Debora Black, Interim Police Chief  
RESOLUTION: 4559

8. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR  
RECIPROCAL SOLID WASTE DISPOSAL SERVICES

PRESENTED BY: Frank Lomeli, Deputy Director, Public Works  
RESOLUTION: 4560

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

## **CITIZEN COMMENTS**

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## **COUNCIL COMMENTS AND SUGGESTIONS**

## **ADJOURNMENT**

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**APPROVAL OF THE MINUTES OF March 27, 2012**

**CONSENT AGENDA**

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.**

1. LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA

**Purpose:** This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for Ayy Chihuahua Cantina located at 5008 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070639) was submitted by Agustin Moreno Loza.

**Background:** The location of the establishment is 5008 West Northern Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,007. Ayy Chihuahua Cantina is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	1
14	Private Club	1
	<b>Total</b>	<b>14</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**Public Input:** No public protests were received during the 20-day posting period.

**Recommendation:** Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

## 2. RENTAL AGREEMENTS WITH EMPIRE SOUTHWEST, LLC

**Purpose:** This is a request for City Council to authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

**Background:** These rental agreements with Empire Southwest, LLC will allow the Police Department to continue their search for the remains of a victim in a homicide investigation. The Police Department is asking for an increase because they will exceed the amount initially approved by City Council. The Police Department anticipates receiving financial assistance from the Maricopa County Attorney's Office and the Federal Bureau of Investigation.

**Previous Council/Staff Actions:** On February 14, 2012, Council approved the entering into of three rental agreements with Empire Southwest, LLC for the rental of heavy equipment in an amount not to exceed \$90,000.

**Budget Impacts & Costs:** Funding is available in the FY 2011-12 RICO funds for the rental of heavy equipment. The final cost is dependent on the length of use, which is unknown at this time.

**Recommendation:** Authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

## CONSENT RESOLUTIONS

### 3. MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office (MCAO) concerning asset forfeiture services for the Glendale Police Department.

**Background:** Asset forfeiture, also known as Racketeering Influenced Corrupt Organizations (RICO), allows the government to legally use the proceeds from criminal enterprises forfeited by individuals or organizations and utilize them in approved law enforcement operations. The funds are not forfeited unless authorized through the courts after due process, which MCAO assists with. The city has been participating in this program for at least two decades.

**Previous Council/Staff Actions:** On October 28, 2008, Council approved a memorandum of understanding with MCAO for asset forfeiture services.

**Community Benefit:** Participation in equitable asset sharing enables the Glendale Police Department to continue to target large-scale operations to suppress drug importation and sales in the city. It promotes close cooperation between federal agencies and the Glendale Police Department, while penalizing drug traffickers by seizing their illicit assets and charging them criminally.

**Recommendation:** Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office concerning asset forfeiture services for the Glendale Police Department.

4. **ADDENDUM TO AGREEMENT WITH SALT RIVER PROJECT FOR UTILITY RELOCATION AND ENHANCEMENTS AT GRAND AND MISSOURI AVENUES**

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project (SRP) for the relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project.

**Background:** The Arizona Department of Transportation (ADOT) and the City of Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes improvements to electric utilities in SRP's service area. The original agreement with SRP consists of design, relocation and undergrounding of electric utilities along Grand Avenue.

This addendum provides SRP an additional \$15,060 to obtain a railroad permit from the Burlington Northern and Santa Fe (BNSF) Railway in order to perform the required work on BNSF-owned property at Grand and Missouri Avenues.

An existing intergovernmental agreement with ADOT will cover the full cost of electric utility work on the Grand Avenue project.

**Previous Council/Staff Actions:** On January 24, 2012, Council approved an agreement with SRP for infrastructure improvements at Grand and Missouri Avenues for \$38,111.86 and approved an agreement with ADOT for infrastructure improvements along Grand Avenue.

**Community Benefit:** The proposed enhancements will improve traffic flow, provide more efficient access to adjacent properties, and enhance the lighting and aesthetics of Grand Avenue. Improvements include landscaping, sign upgrades, sidewalks and the undergrounding of utilities.

**Public Input:** On June 26, 2008, ADOT held an open house in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003.

**Budget Impacts & Costs:** Funding is provided by ADOT through a Maricopa Association of Governments regional area road fund grant and is available in the FY 2011-12 capital improvement program. There are no operating costs associated with this portion of the project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$15,060

**Account Name, Fund, Account and Line Item Number:**  
 Grand Avenue Infrastructure Improvements, Account No. 1650-67542-518200, \$15,060

**Recommendation:** Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project for relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project, in an amount not to exceed \$15,060.

5. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

**Background:** The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who have attended training and have been approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters bring back valuable firsthand experience on how to manage large scale events to include becoming familiar with the national response system, ordering system, and the exposure of working directly with national teams. By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance during large scale events on Arizona state lands. Costs incurred by the department while assisting in these events are reimbursable through the Arizona State Forester’s Office.

**Previous Council/Staff Actions:** On May 11, 2010, Council authorized the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

**Community Benefit:** By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

**Recommendation:** Waive reading beyond the title and adopt the resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement with the Arizona State Forestry Division for fire protection to state forests and wildlands.

## **BIDS AND CONTRACTS**

### **6. AGREEMENT WITH HABITAT FOR HUMANITY CENTRAL ARIZONA**

**Purpose:** This is a request for City Council to authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 (NSP 3) funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes (Agreement) with Habitat for Humanity Central Arizona (Habitat).

**Background:** In November of 2011, the City of Glendale conducted a request for proposal (RFP) process, following the city's procurement code, to identify a qualified partner to mitigate the impact of foreclosures in our community. Two qualified non-profit agencies responded to the RFP solicitation. The review team evaluated both respondents, which resulted in Habitat for Humanity Central Arizona being recommended for award. The letter of intent to award was posted on the city's website October 6, 2011 for a period of 14 days, no questions or comments were received.

This Agreement will allow Habitat to use NSP 3 funds in the amount of \$1,296,540 to purchase and renovate 12 foreclosed single-family homes in the target areas of Glendale as outlined in the attached boundary map and indicated below. The homes will be re-sold to income-qualified residents.

- North: Orangewood Ave., South: Glendale Ave., East: 53<sup>rd</sup> Ave., West: 57<sup>th</sup> Ave.
- North: Glendale Ave., South: Ocotillo Rd., East: 63<sup>rd</sup> Ave., West: 67<sup>th</sup> Ave
- North: Glendale Ave., South: Maryland Ave., East: 59<sup>th</sup> Ave., West: 63<sup>rd</sup> Ave.
- North: Glendale Ave., South: Maryland Ave., East: 51<sup>st</sup> Ave., West: Grand Ave.
- North: Glendale Ave., South: Maryland Ave., East: 43<sup>rd</sup> Ave., West: 51<sup>st</sup> Ave.

During the acquisition phase, Habitat will consult with local realtors to identify vacant, foreclosed properties in the city's target areas and obtain the required environmental assessments and clearances through the city. An outreach to schools, neighborhoods, community groups, churches, and housing shelters will be made by Habitat to identify the opportunities for home ownership to qualified residents. The U.S. Department of Housing and Urban Development (HUD) requires program home buyers to participate in counseling to enhance money management and financial planning skills. Habitat requires home buyers to invest at least 100 hours of sweat equity by working on home rehabilitation projects.

Habitat's business model generates substantial cost reductions through the use of volunteer labor to rehabilitate homes and frequent receipt of donated or discounted materials. It is anticipated that Habitat volunteers will donate approximately 864 hours of time on each home rehabilitated.

**Previous Council/Staff Actions:** On March 22, 2011, Council formally adopted an amendment to the Community Revitalization Annual Action Plan accepting NSP 3 funds from HUD and allocated \$1,296,540 to the acquisition and rehabilitation of foreclosed single family houses, targeting neighborhoods surrounding the Centerline Area.

On December 16, 2010, during a public meeting, the Community Development Advisory Committee (CDAC) reviewed and approved the eligibility of the NSP 3 funding.

**Community Benefit:** The acquisition, revitalization and resale of foreclosed single family houses will help stabilize neighborhoods and improve the quality of life for the existing neighbors. These units will be completely rehabilitated and incorporated with energy-efficient and green building features, which maintains affordability.

**Public Input:** HUD requires cities to solicit comments through a public participation plan. On December 16, 2010, during a public meeting, CDAC reviewed and approved the eligibility of the NSP 3 funding. The Public Notice was published in The Glendale Star on December 23, 2010 and December 30, 2010, informing the public about the amendment to the Community Revitalization Annual Action Plan, the five locations in which to view the amendment and the 15-day public comment period. The public comment period began on January 7, 2011 and ended January 24, 2011. In addition, on January 19, 2011, CDAC conducted a public hearing on the Annual Action Plan to accept the NSP 3 funds, and the proposed eligible use of said funds. No comments were received.

**Budget Impacts & Costs:** NSP 3 funds in the amount of \$1,296,540 will be used for the project. An in-kind match provided through Habitat volunteers include approximately 10,368 hours of volunteer labor valued at approximately \$128,988.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$1,296,540

**Account Name, Fund, Account and Line Item Number:**

Neighborhood Stabilization Program 3, Account No. 1311-30910-518200, \$1,296,540

**Recommendation:** Authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes with Habitat for Humanity Central Arizona.

**RESOLUTIONS**

7. **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR POLICE DEPARTMENT RECORD COMPUTER SYSTEM**

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix Police Department for use of its Police Automated Computer Entry (PACE) system.

**Background:** This IGA specifies the use of the PACE system. The purpose of the IGA is to outline conditions under which the Phoenix and Glendale Police Departments allow the sharing of law enforcement information. Glendale Police Department is currently an active user of the

PACE system, and routinely enters law enforcement information into PACE and utilizes PACE for investigative purposes.

The Glendale Police Department has been using the PACE system for at least two decades. The fee to access to this system is \$17,600 annually. If approved, this IGA will remain in force for ten years.

**Community Benefit:** Entering into this IGA will continue to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer and public safety.

**Budget Impacts & Costs:** Funds are available in the FY 2011-12 operating budget of the Police Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$17,600

**Account Name, Fund, Account and Line Item Number:**

Communications, Account No. 1000-12230-523400, \$17,600

**Recommendation:** Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix Police Department for use of its Police Automated Computer Entry system.

**8. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECIPROCAL SOLID WASTE DISPOSAL SERVICES**

**Purpose:** This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for reciprocal solid waste disposal services. The agreement provides for a mutual exchange of solid waste tonnage and disposal services at respective Glendale and Phoenix solid waste facilities.

**Background:** The cities of Glendale and Phoenix have exchanged solid waste tonnage and disposal services through IGA's since 1995. This IGA allows solid waste vehicles from each city to utilize the landfill and transfer facilities owned by the other city depending on collection route locations. The advantages include efficiencies in vehicle routing and fuel economy, avoidance of excessive travel times and distances, solid waste services provided to residents more quickly and cost effectively, and pollution reduction. Tonnage is tracked by both cities on a monthly basis and the city with more disposal tonnage at the end of the fiscal year pays the posted gate rate for that disposal facility. Glendale and Phoenix exchange an equivalent tonnage amount of approximately 12,000 tons annually.

Upon Council approval, the IGA will become effective immediately and will continue thereafter until June 30, 2015. The IGA contains an option that will permit the City Manager, at his discretion, to extend the term for one additional three-year period, on the terms and conditions

acceptable to both Glendale and Phoenix. The IGA has already been approved by the Phoenix City Council.

**Previous Council/Staff Actions:** On March 19, 2009, the City Manager executed the first amendment to the IGA with Phoenix extending the term of agreement for one additional three-year period.

On February 28, 2006, Council adopted the IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services, and authorized the City Manager to extend the term for one additional three-year period.

On July 25, 1995, Council adopted the first IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services. The IGA was renewed by Council on December 12, 2000, and later extended by the City Manager on January 2, 2004.

**Recommendation:** Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix for reciprocal solid waste disposal services; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the intergovernmental agreement.

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

### **CITIZEN COMMENTS**

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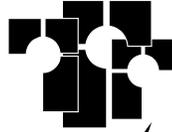
### **COUNCIL COMMENTS AND SUGGESTIONS**

### **ADJOURNMENT**

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- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or

(vi) **discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).**



GLEND~~A~~LE

**MINUTES OF THE  
GLENDALE CITY COUNCIL MEETING  
Council Chambers  
5850 West Glendale Avenue  
March 27, 2012  
7:00 p.m.**

The meeting was called to order by Vice Mayor Steven E. Frate with the following Councilmembers present: Norma S. Alvarez, Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Mayor Elaine M. Scruggs was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Deborah Robberson, Deputy City Attorney; and Pamela Hanna, City Clerk.

Vice Mayor Frate called for the Pledge of Allegiance and a moment of silence was observed.

**COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER**

A statement was filed by the City Clerk that the 4 resolutions to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

**APPROVAL OF THE MINUTES OF THE MARCH 13, 2012 CITY COUNCIL MEETING**

**It was moved by Martinez, and seconded by Knaack, to dispense with the reading of the minutes of the March 13, 2012 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.**

**BOARDS, COMMISSIONS AND OTHER BODIES**

**BOARDS, COMMISSIONS AND OTHER BODIES**

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

**Ad-Hoc Citizen Task Force on Water and Sewer**

Brent Ackzen	Sahuaro	Appointment	04/01/2012	12/31/2012
Brian Bates	Sahuaro	Appointment	04/01/2012	12/31/2012
Christopher Flippen	Sahuaro	Appointment	04/01/2012	12/31/2012
Kenneth Knickerbocker	Sahuaro	Appointment	04/01/2012	12/31/2012
John Krystek	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Livingston	Sahuaro	Appointment	04/01/2012	12/31/2012
Steven Rex	Sahuaro	Appointment	04/01/2012	12/31/2012
Gary Sherwood	Sahuaro	Appointment	04/01/2012	12/31/2012
Robert Steiger	Sahuaro	Appointment	04/01/2012	12/31/2012
Jamie Aldama	Yucca	Appointment	04/01/2012	12/31/2012
Donald Gross	Yucca	Appointment	04/01/2012	12/31/2012
Richard Schwartz	Yucca	Appointment	04/01/2012	12/31/2012
Bob Stratton	Yucca	Appointment	04/01/2012	12/31/2012
Manuel Cruz	Mayoral	Appointment	04/01/2012	12/31/2012
Fred Kriess Jr.	Mayoral	Appointment	04/01/2012	12/31/2012

**Citizens Transportation Oversight Commission**

Vincent Abeyta	Cholla	Reappointment	03/27/2012	03/25/2014
Vincent Abeyta – Chair	Cholla	Appointment	03/27/2012	03/26/2013
William Sheldon – Vice Chair	Mayoral	Reappointment	03/27/2012	03/26/2013

**Historic Preservation Commission**

Nancy Lenox	Barrel	Reappointment	04/13/2012	04/13/2014
Jacoba Worsdell – Chair	Ocotillo	Appointment	04/13/2012	04/13/2013
Nancy Lenox – Vice Chair	Barrel	Appointment	04/13/2012	04/13/2013

**Parks & Recreation Advisory Commission**

Mike Buettner	Cholla	Appointment	04/09/2012	04/09/2014
Robert Portillo	Yucca	Reappointment	04/09/2012	04/09/2014
Robert Portillo – Chair	Yucca	Appointment	04/09/2012	04/09/2013

**Planning Commission**

Bruce Larson	Mayoral	Reappointment	03/27/2012	03/25/2014
Robert Petrone	Cholla	Reappointment	03/27/2012	03/25/2014
Gary Sherwood	Sahuaro	Reappointment	03/27/2012	03/25/2014
Gary Sherwood – Chair	Sahuaro	Appointment	03/27/2012	03/25/2013
Robert Petrone – Vice Chair	Cholla	Appointment	03/27/2012	03/25/2013

The recommendation is to make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

**It was moved by Clark, and seconded by Martinez, to appoint Brent Ackzen, Brian Bates, Christopher Flippen, Kenneth Knickerbocker, John Krystek, Gary Livingston, Steven Rex, Gary Sherwood, Robert Steiger, Jamie Aldama, Donald Gross, Richard Schwartz, Bob Stratton, Manuel Cruz and Fred Kriess Jr., to the Ad-Hoc Citizen Task Force on Water and Sewer; Vincent Abeyta and William Sheldon to the Citizens Transportation Oversight**

**Commission; Nancy Lenox and Jacoba Worsdell to the Historic Preservation Commission; Mike Buettner and Robert Portillo to the Parks and Recreation Advisory Commission; Bruce Larson, Robert Petrone and Gary Sherwood to the Planning Commission, for the terms listed above. The motion carried unanimously.**

Vice Mayor Frate called those present forward and issued the oath of office.

## **PROCLAMATIONS AND AWARDS**

### PROCLAIM APRIL 8 – 14, 2012 AS NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

This is a request for City Council to proclaim April 8 through April 14, 2012 as National Public Safety Telecommunicators Week. This proclamation would allow Glendale to recognize the efforts, work and dedication of 911 radio dispatchers and call takers.

Loretta Hadlock, Police Operations Manager for Communications at the City of Glendale, will be present to accept the proclamation. Ms. Hadlock has worked in Communications for over 25 years.

In 1992, the second full week in April was first nationally celebrated as “National Public Safety Telecommunicators Week,” although they have now abbreviated the proclamation title to NTW.

In his 1994 Presidential Proclamation, President Clinton described the purpose of NTW well. He said: “America’s public safety telecommunicators serve our citizens daily in countless ways. The work of these unseen first responders is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. This week is a time for a grateful nation to show its appreciation and to recognize that our health, safety, and well-being are often dependent on the commitment and steadfast devotion of public safety telecommunicators.”

The Communications Center handled a total of 554,000 calls including 426,000 incoming and outgoing calls and over 128,000 dispatched calls for service in the past year. In addition to 911 calls and non emergency calls, the Communications Center processes all information requests from police officers concerning various queries and entries. The city is proud to have professional telecommunications personnel who efficiently and effectively process numerous calls for information and assistance to the citizens of Glendale.

The recommendation is to present a proclamation recognizing April 8 through April 14, 2012, as National Public Safety Telecommunicators Week. Loretta Hadlock, the Police Operations Manager of the Communications Division, will be present to accept the proclamation.

Vice Mayor Frate called Loretta Hadlock, Police Operations Manager of the Communications Division, forward to present the proclamation.

## CONSENT AGENDA

**Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.**

Vice Mayor Frate stated number 6 would be heard separately as a member of the public requested to speak.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 through 5 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item number 7 by number and title.

### 1. SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

This is a request for City Council to approve a special event liquor license for the Assyrian Church of the East. The event will be held at Assyrian Church of the East located at 17334 North 63<sup>rd</sup> Avenue on Saturdays, April 21 from 6 p.m. to 2 a.m. and May 19, 2012, from 6 p.m. to 12:30 a.m. The purpose of this special event liquor license is for a fundraiser to be held indoors.

If this application is approved, the total number of days expended by this applicant will be two of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

### 2. SPECIAL EVENT LIQUOR LICENSE, CHOIR BOYS SOCIAL CLUB

This is a request for City Council to approve a special event liquor license for the Choir Boys Social Club. The event will be held at University of Phoenix's Great Lawn located at 1 Cardinals Drive on Thursday, April 26, from 4 p.m. to 9 p.m.; Friday, April 27, from 4 p.m. to 11 p.m.; Saturday, April 28, from 11 a.m. to 11 p.m.; and Sunday, April 29, 2012, from noon to 6 p.m. The purpose of this special event liquor license is for a fundraiser at the Big Red Rib & Music Festival.

If this application is approved, the total number of days expended by this applicant will be four of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff’s recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. LIQUOR LICENSE NO. 5-4802, CARAMBA FRESH MEXICAN FOOD

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Caramba Fresh Mexican Food located at 8285 West Union Hills Drive, Suite 107. The Arizona Department of Liquor Licenses and Control application (No. 12079013) was submitted by Ulysses Paul Klokini.

The location of the establishment is 8285 West Union Hills Drive, Suite 107, in the Cholla District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 18,967. Caramba Fresh Mexican Food is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
03	Domestic Micro - Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	1
12	Restaurant	12
	<b>Total</b>	<b>20</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff’s recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-5229, SHANGRI LA CHINESE CUISINE

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Shangri La Chinese Cuisine located at 18561 North 59<sup>th</sup> Avenue, Suite 120-122. The Arizona Department of Liquor Licenses and Control application (No. 12079014) was submitted by Donald Shu Tak Mui.

The location of the establishment is 18561 North 59<sup>th</sup> Avenue, Suite 120-122 in the Cholla District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 14,212. Shangri La Chinese Cuisine is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	1
12	Restaurant	16
	<b>Total</b>	<b>23</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

5. POLICE DEPARTMENT LEASE

This is a request for City Council to authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

The city has been using this facility since 2005. The base rental rate of the current location is \$7,400 per month, plus applicable sales tax (currently 2.7%). The base rental rate will not increase and will remain the same for the three-year term.

Funding is available in the FY 2011-12 RICO funds for the lease agreement.

<b>Grants</b>	<b>Capital Expense</b>	<b>One-Time Cost</b>	<b>Budgeted</b>	<b>Unbudgeted</b>	<b>Total</b>
			X		\$91,198
<b><u>Account Name, Fund, Account and Line Item Number:</u></b>					
RICO, Account No. 1860-32030-528600, \$91,198					

The recommendation is to authorize the City Manager to enter into a three-year commercial property lease for the Glendale Police Department.

**CONSENT RESOLUTIONS**

6. FEDERAL AVIATION ADMINISTRATION GRANT

This item was heard separately.

7. AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR USE OF CITY INSPECTORS

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) allowing for the use of city inspectors for an intersection improvement project at 51<sup>st</sup> Avenue and Camelback Road.

Improvements at the intersection of 51<sup>st</sup> Avenue and Camelback Road are underway. A previous IGA with ADOT secured federal and Maricopa Association of Governments (MAG) regional funds to complete the project. That IGA required the city to pay all costs beyond the federal and MAG funding. Those estimated costs totaled \$420,000, which the city paid to ADOT in 2009. No additional city funding is required.

This amendment to the existing IGA allows for the use of City of Glendale inspectors who will share staffing responsibilities with ADOT for construction engineering services and inspections on this project. ADOT will reimburse the city \$32,000 for these services. These funds will be deposited into the general fund.

On November 25, 2008, Council approved an IGA with ADOT for intersection improvements at 51<sup>st</sup> Avenue and Camelback Road.

By amending this agreement, the City of Glendale will generate \$32,000 in revenue through a reimbursement from ADOT for city inspection services.

Improvements to the intersection of 51<sup>st</sup> Avenue and Camelback Road will increase traffic flow and provide a more aesthetically pleasing roadway.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an amendment to an intergovernmental agreement with the Arizona Department of Transportation allowing for the use of city inspectors for an intersection improvement project at 51<sup>st</sup> Avenue and Camelback Road.

**Resolution No. 4553 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION IMPROVEMENTS AT 51<sup>ST</sup> AVENUE AND CAMELBACK ROAD**

**It was moved by Martinez and seconded by Knaack, to approve the recommended actions on Consent Agenda Item Nos. 1 through 5 and 7, including the approval and adoption of Resolution No. 4553 New Series; and to forward Special Event Liquor License Applications for Assyrian Church of the East and Choir Boys Social Club for charity fundraisers and Liquor License Application No. 5-4802 for Caramba Fresh Mexican Food and No. 5-5229 for Shangri La Chinese Cuisine to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.**

6. FEDERAL AVIATION ADMINISTRATION GRANT

Jamsheed Mehta, AICP, Executive Director, Transportation Services, presented this item.

This is a request for City Council to adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.

Glendale Municipal Airport staff applied for a grant from the FAA to assist in funding the required Environmental Assessment for land acquisition in the Airport’s Runway Protection Zone, as required by the Airport Master Plan.

Staff expects the FAA to offer the grant as early as April 2012. However, because the FAA allows only a few days to formally accept the grant agreement once the offer is made, staff is requesting Council’s approval to accept the grant prior to receiving the agreement from the FAA.

The anticipated grant award total will be approximately \$139,050 with a \$15,450 financial match that is required. Once the FAA grant is awarded, the city will apply for an Arizona Department of Transportation (ADOT) Aeronautics Division grant that will cover half of the match. The other half (\$7,725) will be funded by the city. Funding for the financial match is available in the FY 2011-12 capital improvement plan.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X				\$139,050
<b><u>Account Name, Fund, Account and Line Item Number:</u></b>					
A specific project account will be established in Fund 2120, the Airport Capital Project Fund, once the grant agreement is formally executed.					

The recommendation is to waive reading beyond the title and adopt a resolution accepting an anticipated grant offer from the U.S. Department of Transportation, Federal Aviation Administration (FAA), in the approximate amount of \$139,050, for an environmental assessment for land acquisition associated with Glendale Municipal Airport operations.

**Resolution No. 4552 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING AN ANTICIPATED GRANT OFFER FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, IN THE APPROXIMATE AMOUNT OF \$139,050 FOR AN ENVIRONMENTAL ASSESSMENT FOR LAND ACQUISITION AT THE GLENDALE MUNICIPAL AIRPORT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE GRANT.**

Andrew Marwick, a Phoenix resident stated his main concern with this item was that the city had entered into litigation in other areas such as the Coyotes. His worry was the city could get embroiled

in a \$20 million battle to acquire land. He believes it was a good idea to have the study and have it completed before any condemnation of this site occurs.

**It was moved by Martinez, and seconded by Lieberman, to pass, adopt and approve Resolution No. 4552 New Series. The motion carried unanimously.**

**BIDS AND CONTRACTS**

**8. AWARD OF BID FOR RESTORATION OF MYRTLE AVENUE CULTURAL GATEWAY**

Jon M. Froke, AICP, Planning Director, presented this item.

This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC in an amount not to exceed \$105,100 for the restoration of the Myrtle Avenue Cultural Gateway located at 6040 West Myrtle Avenue.

The restoration project includes two historic buildings: an adobe house built in 1936, and a service station built in 1930. The rehabilitation will be in accordance with the United States Secretary of the Interior’s rehabilitation standards for the treatment of historic properties to retain the historic nature of the buildings. The property was listed on the National Register of Historic Places on January 22, 2009.

The work to be completed will be exterior and interior restoration of both the adobe house and service station, including roof repair, adobe stabilization, stucco repair, and painting. The buildings will not be occupied, and this project will complete the Myrtle Avenue Cultural Gateway.

The Engineering Department received two bids on January 19, 2012 with JE Bowen Construction, LLC being the lowest responsive and qualified bidder. Once a qualified bidder was identified, the National Parks Service had to approve the contractor in restoring historic properties. Approval from the National Parks Service was received last month. Restoration is scheduled to begin on April 30, 2012, with a completion date of July 31, 2012.

On June 22, 2010, Council accepted a grant from the United States Department of Interior, National Park Service, for the restoration of the adobe house and service station.

The restoration of the adobe house and service station will provide lasting evidence of Glendale’s heritage with unique insight into a part of Glendale’s history.

The funding is available through the Myrtle Avenue Cultural Gateway grant program. Matching funds are available in the FY 2011-12 capital improvement plan. No operating costs are associated with this project.

<b>Grants</b>	<b>Capital Expense</b>	<b>One-Time Cost</b>	<b>Budgeted</b>	<b>Unbudgeted</b>	<b>Total</b>
X	X				\$105,100

**Account Name, Fund, Account and Line Item Number:**

Myrtle Avenue Cultural Gateway, Account No. 1840-32153-551200, \$52,550

Myrtle Avenue Cultural Gateway-Match, Account No. 2130-84307-551200, \$52,550

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with JE Bowen Construction, LLC for the restoration of the Myrtle Avenue Cultural Gateway in an amount not to exceed \$105,100.

Councilmember Lieberman suggested the city create a plaque on the building to remind everyone that it was Ed Morcomb and his wife that lived there and operated the garage for many years. He added that before this site became a garage, it was a miniature golf course. Jon M. Froke, AICP, Planning Director stated they will look into these facts as part of this project.

**It was moved by Clark, and seconded by Lieberman, to enter into a construction agreement with JE Bowen Construction, LLC for the restoration of the Myrtle Avenue Cultural Gateway in an amount not to exceed \$105,100. The motion carried unanimously.**

9. AWARD OF BID FOR 59<sup>TH</sup> AVENUE MEDIAN BARRIER EXTENSION AT THUNDERBIRD PARK

Gregory Rodzenko, P.E., Acting City Engineer, presented this item.

This is a request for City Council to award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in the amount not to exceed \$51,625 to extend the median barrier located along 59<sup>th</sup> Avenue at Thunderbird Park.

Key elements of the project include extension of the existing concrete median barrier and relocation of landscape irrigation facilities and plants to accommodate the change. The existing median barrier ends just south of the Thunderbird Park pedestrian bridge. The project will extend the concrete barrier south for an additional 201 linear feet along 59<sup>th</sup> Avenue through the median.

While the original median barrier was designed and built to meet all federal highway technical safety standards, the extension will provide for additional separation of traffic along this section of 59<sup>th</sup> Avenue in the park.

On February 9, 2012, six bids were received for this project, with C.T. Price Contracting, Inc. being the lowest responsive bidder in the amount of \$51,625.

On March 27, 2007, Council awarded a construction contract to Meadow Valley Contractors, Inc. for the construction of street improvements to 59<sup>th</sup> Avenue through Thunderbird Park between Deer Valley and Pinnacle Peak roads.

Funds are available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$51,625
<b><i>Account Name, Fund, Account and Line Item Number:</i></b>					
Street Scallops, Account No. 1980-68103-550800, \$51,625					

The recommendation is to award the bid and authorize the City Manager to enter into a construction agreement with C.T. Price Contracting, Inc. in an amount not to exceed \$51,625 to extend the median barrier located along 59<sup>th</sup> Avenue at Thunderbird Park.

**It was moved by Martinez, and seconded by Knaack, to enter into a construction agreement with C.T. Price Contracting, Inc., in an amount not to exceed \$51,625 to extend the median barrier located along 59<sup>th</sup> Avenue at Thunderbird Park. The motion carried unanimously.**

## RESOLUTIONS

### 10. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE

Chris DeChant, Assistant Fire Chief, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.

The Arizona Department of Homeland Security (AZDOHS) is administering and overseeing the creation of Level III AHIMT's. There are 26 cities within the Central Region of Maricopa County which will be represented by three AHIMT's. These three teams will represent the West Valley, Central Valley, and East Valley. Due to geographical locations, the cities of Glendale, Phoenix, and Tempe have agreed to host the necessary equipment for their respective AHIMT areas. The teams are collaborating to develop, equip, and train staff for the purpose of providing incident command support during major emergency incidents and special events of significance for any community within the central region and statewide as needed.

In previous years, AZDOHS would purchase equipment via grants and then distribute it around the valley. This process has been discontinued and instead, AZDOHS provides grant funding to one agency with the understanding that the receiving agency will act as a pass-through entity. The City of Tempe has been awarded the State Homeland Security Grant Program (SHSGP) and as part of the award, has been designated as the pass-through entity. Some of the transferred equipment will include: 10 laptop computers, printers, generators, portable office equipment, and a hook lift truck (which will be used for transporting conex boxes of equipment) totaling \$370,678. Glendale will bear the sole responsibility for the equipment they receive pursuant to this agreement. The equipment will be supported by the manufacturer and will be stored in the joint fire/police department secured warehouse. The equipment will be available for Glendale's use during any large scale event.

This IGA meets all SHSGP requirements and is a best practice method for regional benefit, compatibility, and disbursement of SHSGP funding. This IGA will strengthen other grant funded goals and objectives already accepted by the City of Glendale including the Rapid Response Team and the Metropolitan Medical Response System.

On November 15, 2010, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 11-26.

On July 20, 2009, the Fire Department entered into an agreement for All Hazards Incident Management Position Specific Team Training as a result of Solicitation No. 09-18.

Glendale is the host city for the Westside AHIMT. The Fire Department will be able to provide incident command support during major emergency incidents and special events in the West Valley and surrounding areas.

The annual operating and maintenance costs for the hook lift truck should not exceed \$750 annually and will be absorbed by the Fire Resource Management operating budget. There will be no maintenance cost for the other items.

No reimbursement will be received from the participating cities if the team is activated due to the Automatic Aid Agreement in place; however, if an incident is declared a Federal Emergency Management Agency (FEMA) disaster, Glendale will be reimbursed from the federal government.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$750
<b><u>Account Name, Fund, Account and Line Item Number:</u></b>					
Fire Resource Management, Account No. 1000-12433-532400, \$750					

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute an intergovernmental agreement (IGA) with the City of Tempe to transfer ownership of equipment for the All Hazard Incident Management Team (AHIMT) to the City of Glendale.

Councilmember Clark asked what kind of equipment this was and where will they be storing it. Chris DeChant, Assistant Fire Chief, explained the equipment looked much like what they see on construction sites. They will also acquire computers and desks. The equipment will be stored along with the other Homeland Security grant equipment they have at their warehouse. Councilmember Clark asked if the warehouse was climate controlled. Chief DeChant replied yes.

**Resolution No. 4554 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM WITH THE CITY OF TEMPE ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.**

**It was moved by Martinez, and seconded by Clark, to pass, adopt and approve Resolution No. 4554 New Series. The motion carried unanimously.**

**11. DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS)**

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, “Declaration of Trust (Public Housing Modernization Grant Projects)” with the U.S. Department of Housing and Urban Development (HUD).

In 1971, the City of Glendale entered into a Consolidated Annual Contributions Contract No. SF-446 with HUD for Low Rent Public Housing Program and was later amended by the Annual Contributions Contract No. SF-512 for Housing Certificate Program with HUD.

HUD now requires the annual recording of a Declaration of Trust (Public Housing Modernization Grant Projects) for all cities and towns receiving federal funds for their respective low-income resident housing facilities. The Declaration of Trust is a legal instrument that formally grants HUD beneficiary interest in public housing properties. In order to continue receiving HUD funding, the Declarations of Trust must now be filed as part of the Agency Plan, which is due each year in April.

The filing of the Declaration of Trust will ensure that the city is in compliance with the federal regulations that enable the city to remain eligible to receive the capital funds that make it possible to operate and maintain the city-owned public housing communities.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement entitled, “Declaration of Trust (Public Housing Modernization Grant Projects)” with the U.S. Department of Housing and Urban Development; and further authorizing the City Manager to execute and deliver any and all future annual Declarations of Trust required by HUD relating to the City of Glendale’s low rent public housing program.

Councilmember Clark asked how much of the property would HUD have an interest in from this point forward. Jim Colson, Deputy City Manager explained the beneficiary interest in the Declaration of Trust allows HUD the ability to enforce the rules and requirements that the city agreed to. He noted there was no physical property attached to it.

Vice Mayor Frate commented that when Secretary Donovan of HUD was in Glendale, he recognized the city of Glendale’s public housing as one of the “A plus” public housing developments in the United States. He stated the city was extremely proud of everyone involved in these projects.

**Resolution No. 4555 New Series was read by number and title only, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN**

**INTERGOVERNMENTAL AGREEMENT ENTITLED “DECLARATION OF TRUST (PUBLIC HOUSING MODERNIZATION GRANT PROJECTS)” WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND DIRECTING THE CITY CLERK TO RECORD SAID DECLARATION OF TRUST.**

**It was moved by Knaack, and seconded by Martinez, to pass, adopt and approve Resolution No. 4555 New Series. The motion carried unanimously.**

**REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**It was moved by Lieberman, and seconded by Clark, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, April 3, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried unanimously.**

**MOTION TO EXCUSE MAYOR SCRUGGS**

**It was moved by Lieberman, and seconded by Clark, to excuse Mayor Scruggs from tonight’s Council meeting. The motion carried unanimously.**

**CITIZEN COMMENTS**

Andrew Marwick, a Phoenix resident, commented on the previous potential buyers of the Coyotes and how the city ended up paying \$25 million to the NHL. He believes the NHL has been playing games with the city as well as others. He noted that not one Coyote fan has been to a Council meeting in eight months.

Ken Jones, an Ocotillo resident, commented on the chart he sent Council regarding possible overcharges and large increases of water and sewer services in 2007 through 2011. He noted the city had increased their water rate 80% in that five year period. He stated it was hard not to feel like they had been overcharged. Once staff examines the charts and determines that the citizens have been overcharged, they should make plans to reimburse every resident and business in Glendale who paid these bills. He also remarked on the arena management and that it was time to start receiving proposals. He hopes the city takes advantage of this opportunity that could bring much needed revenue to the city.

Gary Sherwood, a Sahuaro resident, stated that for the past 18 months, he had only missed two workshops and no Council meetings. He explained it was hard at times to sit back and be quiet when he hears the same people at every meeting come up to complain about something. He supports citizens coming to voice their opinions, concerns and ideas such as many did for the budget workshops. However, those citizens came and spoke their piece on a particular subject and moved on so we don’t see them here tonight. He said Scottsdale and Peoria allow three minutes per speaker, Phoenix does this on an every other meeting basis, and Mesa only allows three speakers three minutes. He guessed there might be a contest taking place from the four habitual speakers they normally listen to at every meeting. He noted that Andrew was fixated with the Coyotes, and noted that the Diamondback lost money the first 7 years in operation. They recently had attendance of 24,000. Arthur needs to come up with some new material, and Ken spends a lot of time writing the

Mayor, Council and newspapers and comes prepared to every meeting, yet he has not taken part in the water and sewer task force. He suggested these people seek out volunteer opportunities in which they could help and be involved. He also recommends they volunteer for any Board and Commission, of which the city has 18 now, and there are vacancies. He encouraged them to get involved and do something positive for the city.

Anthony Kern, a Sahuaro resident, commented on the mounting debt the city currently has and the cuts the city has had to make. He stated that Council could not continue to pass the reckless spending on to the citizens. He noted that many citizens were moving to Peoria or Phoenix because of high fees. Although the city was going through tough economic times, he asked the Council not to make any further cuts since they need these services so people will want to live here and not move to another city. He asked staff to possibly lower fees to attract people to Glendale. He thanked the Council for their dedication to the city since he knows it was a hard job as well as a thankless job at times.

## **COUNCIL COMMENTS AND SUGGESTIONS**

Councilmember Clark stated she appreciates all the speakers that come and speak their minds. However, what troubles her was that most don't necessarily have their information correct. She suggests the speakers, if they wish to speak to an item, really do their research and comment only on the facts they found. She explained that two weeks ago when she was absent from a meeting, she was actually up in Washington DC at the National League of Cities Winter Conference. She stated that one of the biggest concerns heard had to do with cyber security, an issue the city will have to address at some point. She also commented on D Block, the upper spectrum of the 700 MHz radio bands, a portion of which has recently been reserved for public safety. The additional 10 MHz of broadband ready spectrum would allow agencies to be inter and intraoperable.

Councilmember Lieberman thanked the 51 people who attended his district meeting in Horizon School. He also thanked staff for their presentations. He thanked the four speakers tonight and noted that he hoped to move this part of the meeting to the beginning so speakers do not have to wait sometimes for hours. He agrees with Mr. Sherwood that citizens should be more involved and volunteer for Boards and Commissions. He reminded everyone that in 2 ½ weeks the city will host the Jazz and Blues Festival. He encouraged everyone to come and enjoy music and have a fun time. He hopes for a high attendance record.

Councilmember Martinez congratulated Mayor Scruggs for being selected as one of Arizona's 48 Most Intriguing Women as part of the Arizona Centennial Legacy Project. This project is to honor women from diverse backgrounds with leadership and commitment skills who contributed in a positive way to the future of Arizona during the centennial year. The number of women being honored was symbolic with Arizona becoming the 48<sup>th</sup> state in the union in 1912. A luncheon was held yesterday to honor these women, among them former Supreme Court Justice Sandra Day O'Connor and former Representative Gabrielle Giffords. Mayor Scruggs, as well as all of these women, have many accomplishments. She has held numerous state and regional leadership positions in dealings with Transportation, Military Affairs, Luke Air Force Base, Economic Development and many others. One of the most notable was bringing the Loop 101 to the Westside years ahead of schedule.

Councilmember Knaack also offered her congratulations to Mayor Scruggs. She noted this was a great honor and tribute for the Mayor.

Vice Mayor Frate noted he had attended this outstanding event. He explained that when people were in a room with powerful women such as retired Chief Justice Sandra Day O'Connor and Congresswomen Gabrielle Giffords, they realized the great accomplishments these strong women have achieved and contributed to society. He thanked troop 222 for their attendance tonight and for staying for the whole meeting. He reminded everyone to watch children around water. He added that water safety was year round so to always be vigilant.

## **ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:09 p.m.

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Pamela Hanna - City Clerk



# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Susan Matousek, Revenue Administrator

SUBJECT: **LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA**

### *Purpose*

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This is a request for City Council to approve a person-to-person transferable series 7 (Bar - Beer and Wine) license for Ayy Chihuahua Cantina located at 5008 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 07070639) was submitted by Agustin Moreno Loza.

### *Background*

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The location of the establishment is 5008 West Northern Avenue in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,007. Ayy Chihuahua Cantina is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	1
14	Private Club	1
	<b>Total</b>	<b>14</b>

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

### *Public Input*

---

No public protests were received during the 20-day posting period.

## *Recommendation*

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Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.



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Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA

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1. Finance Department Memorandum
2. Liquor License Map



Finance Department  
**Memorandum**

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DATE: April 10, 2012  
TO: Ed Beasley, City Manager  
FROM: Susan Matousek, Revenue Administrator  
SUBJECT: **LIQUOR LICENSE NO. 5-5459, AYY CHIHUAHUA CANTINA**

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**REQUEST:** Person-to-Person Transferable

**LICENSE:** Series 7 (Bar - Beer and Wine)

**LOCATION:** 5008 West Northern Avenue

**DISTRICT:** Cactus

**ZONED:** C-2 (General Commercial)

**APPLICANT:** Agustin Moreno Loza

**OWNER:** Ayy Chihuahua Partnership

**DETAILS OF REQUEST:**

1. The population density is 22,007 persons within a one-mile radius.
2. The business is over 300 feet from any church or school.
3. Ayy Chihuahua Cantina is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

**CITIZEN PARTICIPATION TO DATE:**

No protests were received during the 20-day posting period, February 24 through March 15, 2012.

**REVIEW/ANALYSIS:**

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a person-to-person transferable

series 7 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

**PLANNING DEPARTMENT:** Approved the application with no comments.

**POLICE DEPARTMENT:** Recommended no cause for denial.

**FIRE DEPARTMENT:** Approved the application with no comments.

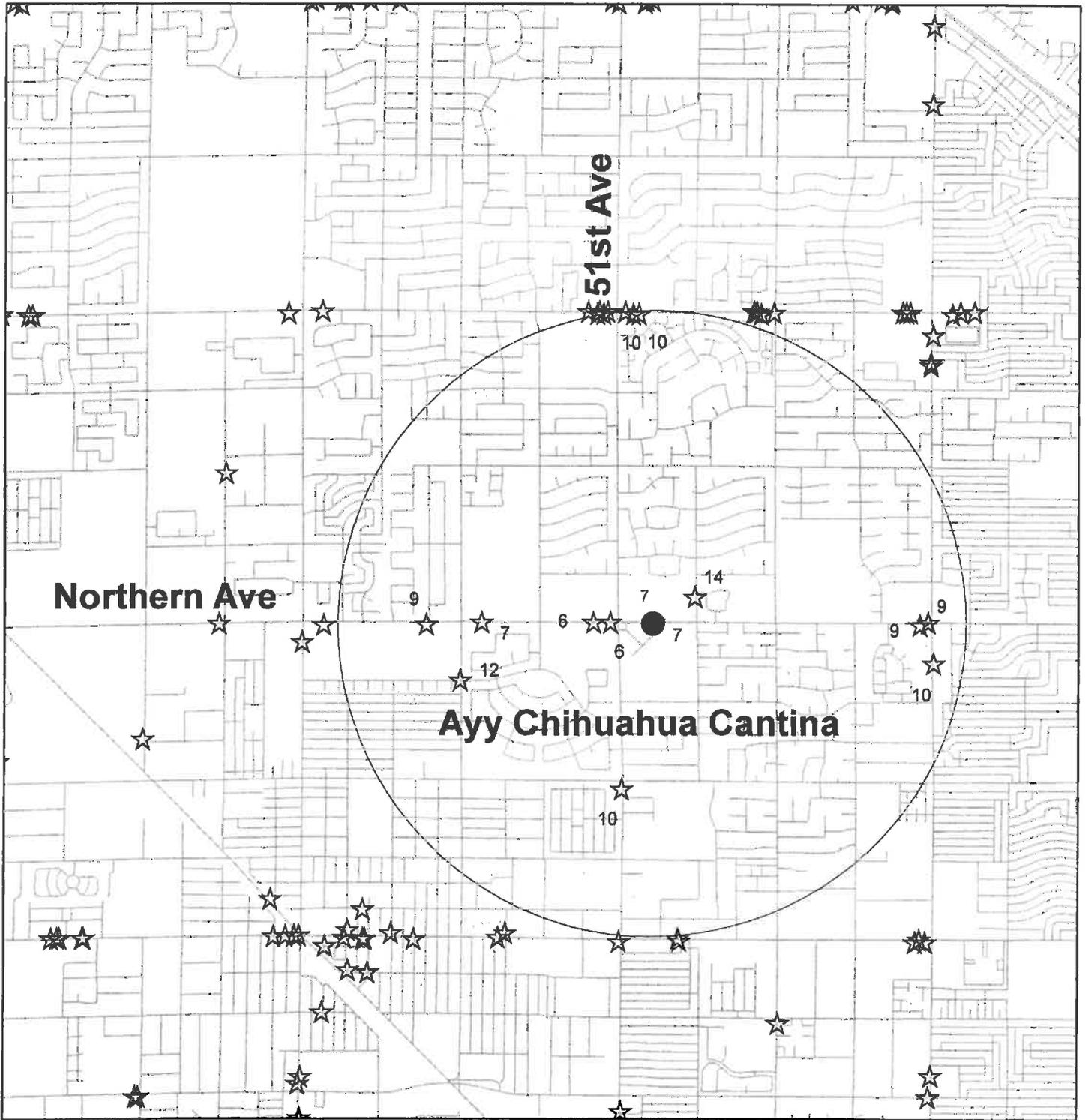
**STAFF RECOMMENDATION:**

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

**REVIEWED BY:**

  
\_\_\_\_\_  
Revenue Administrator

  
\_\_\_\_\_  
Executive Director-Financial Services



<b>BUSINESS NAME:</b> Ayy Chihuahua Cantina	
<b>LOCATION:</b> 5008 W. Northern Ave.	<b>ZONING:</b> C-2
<b>APPLICANT:</b> Agustin Moreno Loza	<b>APPLICATION NO:</b> 5-5459

**SALES TAX AND LICENSE DIVISION  
CITY OF GLENDALE, AZ**





CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **RENTAL AGREEMENTS WITH EMPIRE  
SOUTHWEST, LLC**

### *Purpose*

---

This is a request for City Council to authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

### *Background*

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These rental agreements with Empire Southwest, LLC will allow the Police Department to continue their search for the remains of a victim in a homicide investigation. The Police Department is asking for an increase because they will exceed the amount initially approved by City Council. The Police Department anticipates receiving financial assistance from the Maricopa County Attorney's Office and the Federal Bureau of Investigation.

### *Previous Council/Staff Actions*

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On February 14, 2012, Council approved the entering into of three rental agreements with Empire Southwest, LLC for the rental of heavy equipment in an amount not to exceed \$90,000.

### *Budget Impacts & Costs*

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Funding is available in the FY 2011-12 RICO funds for the rental of heavy equipment. The final cost is dependent on the length of use, which is unknown at this time.

### *Recommendation*

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Authorize an additional \$200,000 to the agreements with Empire Southwest, LLC for the rental of heavy equipment, fuel, maintenance, and repair costs.

---

Ed Beasley  
City Manager

RESOLUTION NO. 4556 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE MARICOPA COUNTY ATTORNEY'S OFFICE CONCERNING ASSET FORFEITURE SERVICES (RICO) FOR THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Memorandum of Understanding with the Maricopa County Attorney's Office concerning asset forfeiture services (RICO) for the Glendale Police Department, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Debora Black, Interim Police Chief

SUBJECT: **MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING**

### *Purpose*

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This is a request for City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office (MCAO) concerning asset forfeiture services for the Glendale Police Department.

### *Background*

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Asset forfeiture, also known as Racketeering Influenced Corrupt Organizations (RICO), allows the government to legally use the proceeds from criminal enterprises forfeited by individuals or organizations and utilize them in approved law enforcement operations. The funds are not forfeited unless authorized through the courts after due process, which MCAO assists with. The city has been participating in this program for at least two decades.

### *Previous Council/Staff Actions*

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On October 28, 2008, Council approved a memorandum of understanding with MCAO for asset forfeiture services.

### *Community Benefit*

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Participation in equitable asset sharing enables the Glendale Police Department to continue to target large-scale operations to suppress drug importation and sales in the city. It promotes close cooperation between federal agencies and the Glendale Police Department, while penalizing drug traffickers by seizing their illicit assets and charging them criminally.

## *Recommendation*

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Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the Maricopa County Attorney's Office concerning asset forfeiture services for the Glendale Police Department.



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Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012

TO: Ed Beasley, City Manager

FROM: Debora Black, Interim Police Chief

SUBJECT: MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING

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1. Resolution
2. Memorandum of Understanding

## **MARICOPA COUNTY ATTORNEY'S MEMORANDUM OF UNDERSTANDING**

### **1. SCOPE AND TERM OF MEMORANDUM**

1.1 This memorandum reflects the policies and procedures of the Office of the Maricopa County Attorney [hereafter "MCAO"] as it concerns asset forfeiture services provided by MCAO to any requesting agencies [hereafter "Agency"].

1.2 The following policy and procedures are in effect between September 1, 2010 and December 31, 2012.

### **2. FORFEITURE SUBMITTAL THRESHOLDS**

2.1 MCAO will not set any minimum forfeiture submittal thresholds and will abide by any Agency submittal threshold.

2.2 Notwithstanding the language of paragraph 2.1, MCAO reserves the right to decline any Agency submittal, for any reason, and will provide notice of the declination along with the reasons for the declination to the Agency.

### **3. HANDLING OF PROPERTY PRE-FORFEITURE**

3.1 It is the expectation of MCAO that, as soon as practicable after seizure for forfeiture, and as may be further dictated by the provisions of paragraph 3.2, Agency will ensure that any funds that have been seized for forfeiture are placed into the pre-forfeiture account maintained by MCAO pending further order of the Court.

3.2 MCAO will take those steps necessary to allocate to the Agency's sub-account identified in paragraph 7.1, as soon as practicable, any currency deposited into the MCAO pre-forfeiture account for which an order of forfeiture has not yet been obtained and to do so

in such a manner as to clearly identify the allocation as currency submitted for forfeiture but not yet subject to a final order of forfeiture.

3.3. It is the expectation of MCAO that, prior to the deposit into the account pursuant to paragraph 3.1, Agency will take those steps reasonably necessary to protect any evidentiary value the funds described in Paragraph 3.1 may have to any forfeiture or criminal proceeding.

3.4 It is the expectation of MCAO that, as to all personal property seized for forfeiture and over which the Agency has custody, the Agency will take those steps reasonably necessary to preserve the value of such property pending the property's disposition.

3.5 Unless otherwise required by extraordinary circumstance, all real property seized for forfeiture, will be made by "constructive seizure" pursuant to the provisions of A.R.S. § 13-4305(B).

#### 4. FORFEITURE LITIGATION

4.1 MCAO will have the right to control all aspects of the forfeiture action, including but not limited to, the right to decline a submittal; to add or delete property from the submittal; to determine the theory upon which the forfeiture is based; and, to initiate, entertain, and negotiate to conclusion any settlement discussions at any time.

4.2 Notwithstanding the language in paragraph 4.1, MCAO will continue to recognize its partnership with Agency; to give serious consideration to all Agency concerns; and to communicate to Agency all significant litigation and settlement decisions.

## 5. HANDLING OF FORFEITED PROPERTY

5.1 MCAO will take those steps necessary to transfer to the Agency's sub-account identified in paragraph 7.1, as soon as practicable, any currency held in an account maintained by MCAO for which an order of forfeiture has been obtained.

5.2 As to all personal property seized for forfeiture and over which the Agency has custody and for which an order has been obtained, the Agency will take those steps reasonably necessary to comply with the terms of the order, including return of the property or disposition of the property.

5.3 Agency will take all steps reasonably necessary to ensure that any property for which an order of forfeiture has been obtained is liquidated in such a manner as to assure its highest value under the circumstances.

## 6. COST REIMBURSEMENT

6.1 As to any forfeiture actions prosecuted by MCAO at Agency's request, MCAO will be reimbursed for its costs, as follows: 20% of the value of all forfeited property, including currency, in all cases; and,

6.2 As to any forfeiture actions not prosecuted by MCAO but for which MCAO was involved, in any way, in the collateral criminal prosecution, 10% of the value of all forfeited property, including currency.

6.3 Notwithstanding the language in paragraph 6.1, on a case-by-case analysis, and only with the consent of Agency, MCAO and Agency may agree to adjust that percentage in order to provide a more equitable reimbursement of costs to MCAO.

## **6.4 EXTRAORDINARY COSTS**

### **6.4.1 Designation.**

**6.4.1.1** MCAO may designate certain expenses incurred in forfeiture prosecutions as “Extraordinary Prosecution Costs”; or, “Extraordinary Property Management Costs”; or “Extraordinary Investigative Costs” [hereafter referred to collectively as “Extraordinary Costs”].

**6.4.1.2** Such designation shall be made by MCAO to the Agency by providing written notice to the Agency’s lead forfeiture detective that identifies the specific expense and the extraordinary expense designation by MCAO.

**6.4.1.3** MCAO will assume that the Agency has no objection to the extraordinary expense designation if the Agency has not provided written objection within ten days of the notice provided pursuant to paragraph 6.4.1.2 above.

### **6.4.2 Responsibility for Payment**

**6.4.2.1** MCAO will be responsible for timely payment of those expenses designated “Extraordinary Costs.”

### **6.4.3 Reimbursement for Payment**

**6.4.3.1** Any expenses finally designated as “Extraordinary Costs” that have been paid by MCAO or the Agency shall be reimbursed out of any funds available as a result of the forfeiture action prior to the calculation for reimbursement of ordinary costs called for in paragraph 6.1.

**6.4.3.2.** Any expenses finally designated as “Extraordinary Costs” that have not been paid at the conclusion of the forfeiture action shall be paid out of any funds available as a

result of the forfeiture action prior to the calculation for reimbursement of ordinary costs called for in paragraph 6.1.

## 7. COUNTY ANTI-RACKETEERING REVOLVING FUND

### 7.1 Sub Accounts:

7.1.1 Monies in the Maricopa County Attorney Forfeiture Account shall accrue interest and be held for the benefit of the agencies responsible for the seizure of forfeiture. Interest will be calculated using daily average weighted balances. Each agency will have a separate sub-account within the fund. Each sub-account will have a State and a Federal sub-ledger to insure those funds are kept separate. A monthly activity report will be sent to each sub-account holder.

### 7.2 Deposits into Revolving Account:

7.2.1 Whenever possible, funds should be paid by check, payable to Maricopa County Attorney Forfeiture Account and sent to Maricopa County Attorney Investigations Division, 301 West Jefferson, Phoenix, Arizona 85003.

7.2.2 Checks for State forfeitures should have a copy of the Court Order of Forfeiture attached, the agency report number (DR) that initiated the forfeitures, and, the case name and number (CR) of any corresponding criminal case on the order.

7.2.3 Checks for Federal forfeitures should have a copy of the DAG-71, the agency report number (DR), and, the criminal case name and number (CR) on the DAG-71.

### 7.3 Agency requests for funds from the Fund:

7.3.1 An agency requesting funds from its RICO sub-account shall fill out an "Agency Application for RICO Funds" form, and submit it to the RICO Funds Administrator, 301 West

Jefferson, Phoenix, Arizona 85003. A copy of this form is provided in the Appendix. This form must contain the following information:

7.3.1.1 Requesting agency name;

7.3.1.2 Intended use of funds. Check the appropriate box or boxes which are A.C.J.C. expenditure categories for County Attorney reporting and disbursement purposes. Check whether the funds are to come from your State (S) or Federal (F) account and the amount requested. If requesting for more than one (1) category, list the amount for each in the appropriate space to the right;

7.3.1.3 The "Explanation" section. Briefly, but specifically, explain the authorized purpose for each expenditure category checked. This section must never be left blank (See, Distribution of Funds, Section V, for permissible uses). If more space is needed, please attach a separate sheet with a continuation of the information;

7.3.1.4 Payment information should include the total amount requested, the exact payee name that should be on the check, and whether to wire the funds, hold the check for an individual, or the address if it is to be mailed;

7.3.1.5 Signature of the authorized agency representative, certifying the request and the date; and,

7.3.1.6 Typed or printed name of the individual.

7.3.1.7 The bottom portion of the form is for Maricopa County Attorney's Office use only.

7.3.2 Faxed Application: An agency may fax its "Agency Application for RICO Funds" to the RICO Funds Administrator at (602) 594-7127 as follows:

7.3.2.1 The form must be complete when faxed; and,

7.3.2.2 The original form must be immediately mailed to: RICO Funds Administrator, Maricopa County Attorney's Office, 301 West Jefferson, Suite 900, Phoenix, Arizona 85003.

7.3.2.3 If the original form is not received within five (5) working days of receipt of the faxed copy, no further funds will be disbursed until the original is received.

#### 7.4 Authorized Signers for Fund Request.

7.4.1 Each agency shall maintain a current "Authorized Signers" list on file with the Maricopa County Attorney's Office. These signers shall be the only persons authorized to request funds from an agency RICO sub-account, and by doing so, certify that the funds shall be expended pursuant to A.R.S. §§ 13-2314.03(E) and 13-4315(C) only. They further certify that the requesting agency is maintaining appropriate documentation relating to the expenditures and that the funds will not be used to replace or supplant existing resources.

This list should be sent to the Chief Deputy and will be maintained by the RICO Funds Administrator.

7.4.2 The Maricopa County Attorney's Office will handle specific, single item applications from an agency. However, for recurring expenses or because of various internal agency policies, each agency should project their expenditures by category for one (1) quarter and request a single check.

7.4.3 Each agency is responsible for the maintenance of backup documentation on the internal disbursement of these funds for audit purpose.

## 7.5 REPORTING REQUIREMENTS

7.5.1 Each Agency is responsible for preparing a quarterly report of that Agency's RICO deposits and withdrawals. This report is to be submitted to MCAO RICO Fund Administrator before the 15<sup>th</sup> of the month following each quarter end. MCAO has the right to withhold disbursements if a report becomes greater than 45 days past due.

## 8. USE OF FUNDS

8.1 Unless an exemption pursuant to A.R.S. § 13-2314.03(F) or (G) is applicable, the County Attorney shall distribute the monies to the agency within 30 days of application.

8.2 The funds may be used for any one of the uses authorized by law and identified in A.R.S. § 13-2314.03(E) and A.R.S. § 13-4315(C), which provide generally as follows:

8.2.1 Pursuant to A.R.S. § 13-2314.03(E), State forfeiture funds may be used for Gang prevention programs and for substance abuse prevention and education programs. In addition, State forfeiture funds may be used for the investigation and prosecution of racketeering offenses as defined in A.R.S. § 13-2301.

8.2.2 Pursuant to A.R.S. § 13-4315(C), State forfeiture funds may also be used for expenses necessary to seize, detain, appraise, inventory, protect, maintain, preserve the availability of, advertise or sell property subject to forfeiture. In addition, A.R.S. § 13-4315(C) allows forfeiture monies to be used for payment for information or assistance leading to civil or criminal proceedings under Title 13 and for compensation to injured persons as provided in A.R.S. § 13-4311.

8.2.3 Forfeiture funds to be used for any purpose permitted by Federal law. Federal funds must be spent for the purposes stated on Federal form DAG-71 which was submitted when

you applied for the Federal asset sharing program. The DAG-71 must accompany all Federal funds deposited into the anti-racketeering fund.

8.3 Supplanting Prohibited. RICO funds shall not be used to replace or to supplant the resources of a recipient agency. RICO funds are intended to directly benefit the recipient agency by adding to the resources already available. If RICO funds are used as a replacement or as a substitute for existing resources then they have been used to supplant.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2012.

MARICOPA COUNTY ATTORNEY'S OFFICE

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Peter Spaw  
Bureau Chief  
Forfeiture Bureau

CITY OF GLENDALE, an Arizona  
municipal corporation

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Ed Beasley, City Manager

ATTEST:

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Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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Craig Tindall, City Attorney

RESOLUTION NO. 4557 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "DISTRIBUTION DESIGN & CONSTRUCTION CONTRACT ADDENDUM" WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE RELOCATION AND UNDERGROUNDING OF ELECTRIC UTILITIES AS PART OF THE GRAND AVENUE INFRASTRUCTURE IMPROVEMENT PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Distribution Design & Construction Contract Addendum" with the Salt River Project Agricultural Improvement and Power District for the relocation and undergrounding of electric utilities as part of the Grand Avenue Infrastructure Improvement Project (Job Order No. JJ200177) be entered into, which addendum is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said addendum on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: **ADDENDUM TO AGREEMENT WITH SALT RIVER PROJECT FOR UTILITY RELOCATION AND ENHANCEMENTS AT GRAND AND MISSOURI AVENUES**

### *Purpose*

---

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project (SRP) for the relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project.

### *Background*

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The Arizona Department of Transportation (ADOT) and the City of Glendale are participating in a joint project to improve traffic flows and enhance the appearance of Grand Avenue. The project includes improvements to electric utilities in SRP's service area. The original agreement with SRP consists of design, relocation and undergrounding of electric utilities along Grand Avenue.

This addendum provides SRP an additional \$15,060 to obtain a railroad permit from the Burlington Northern and Santa Fe (BNSF) Railway in order to perform the required work on BNSF-owned property at Grand and Missouri Avenues.

An existing intergovernmental agreement with ADOT will cover the full cost of electric utility work on the Grand Avenue project.

### *Previous Council/Staff Actions*

---

On January 24, 2012, Council approved an agreement with SRP for infrastructure improvements at Grand and Missouri Avenues for \$38,111.86 and approved an agreement with ADOT for infrastructure improvements along Grand Avenue.

*Community Benefit*

The proposed enhancements will improve traffic flow, provide more efficient access to adjacent properties, and enhance the lighting and aesthetics of Grand Avenue. Improvements include landscaping, sign upgrades, sidewalks and the undergrounding of utilities.

*Public Input*

On June 26, 2008, ADOT held an open house in Glendale for public comments on the Design Concept Report and Environmental Study for Grand Avenue improvements. No comments were received from the public.

Proposed improvements on Grand Avenue have been presented at each of the annual GO Program public meetings since 2003.

*Budget Impacts & Costs*

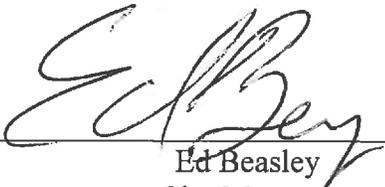
Funding is provided by ADOT through a Maricopa Association of Governments regional area road fund grant and is available in the FY 2011-12 capital improvement program. There are no operating costs associated with this portion of the project.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$15,060

Account Name, Fund, Account and Line Item Number:  
 Grand Avenue Infrastructure Improvements, Account No. 1650-67542-518200, \$15,060

*Recommendation*

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an addendum to an agreement with Salt River Project for relocation and undergrounding of electric utilities as part of the Grand Avenue infrastructure improvement project, in an amount not to exceed \$15,060.



Ed Beasley  
 City Manager



# Attachment Memorandum

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DATE: 04/10/2012

TO: Ed Beasley, City Manager

FROM: Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT: ADDENDUM TO AGREEMENT WITH SALT RIVER PROJECT FOR  
UTILITY RELOCATION AND ENHANCEMENTS AT GRAND AND  
MISSOURI AVENUES

---

1. Resolution
2. Distribution Design & Construction Contract Addendum



**DISTRIBUTION DESIGN & CONSTRUCTION CONTRACT ADDENDUM**

CUSTOMER ACCOUNTING PAB169  
SRP  
P.O. Box 60370  
Phoenix, AZ 85082-0370

SRP Contact: Ryan Earwood  
Contact Phone: (602) 236-4128  
Contact Fax:  
Date: 02/23/2012

To:  
**ATTN: Bob Darr**  
City of Glendale  
5850 W Glendale Ave  
Glendale, AZ 85301

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, (SRP) and City of Glendale (Customer) previously entered into a Distribution Design & Construction Non-refundable Design and Construction Contract (Contract) for the Customer project identified below (Project). SRP has completed the design drawings for the Project, and SRP and Customer desire to enter into this Addendum to the Contract (i) to provide for the redesign of the of electrical facilities for the Project; (ii) to set forth the amount of the non refundable construction fee; and/or (iii) to provide for prioritized scheduling for the Project. Except as specifically amended, modified or supplemented by this Addendum, all of the terms and conditions of the Contract shall continue in full force and effect.

Project Name:	GRAND AVE & MISSOURI	Job Number:	JJ200177
Location:	GRAND AVE & MISSOURI, GLENDALE	Work Order Number:	81065174
SES Ampacity:		Development Type:	CUS
Delivery Voltage(s):		Originating Cost Center:	82515
Description of Charges:	Addendum-BNSF Railroad Permit		

- If Customer desires SRP to proceed with design of the Project design drawings, the customer shall pay SRP an additional non refundable design fee of \$0.00.
- If Customer desires SRP to proceed with construction of the Project in accordance with the design drawings, the customer shall pay SRP an additional non refundable construction fee of \$15,060.00.
- If Customer desires SRP to proceed with prioritizing the Project design or construction schedule, the customer shall pay SRP a non refundable overtime fee of \$0.00.

**Total fee of \$15,060.00 must be delivered to SRP along with this signed Contract Addendum.**

Payment and signed Contract can be submitted at any SRP bill payment location.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

SRP Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Ryan Earwood Title: DDC

RESOLUTION NO. 4558 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COOPERATIVE FIRE RATE AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION TO PROVIDE FIRE PROTECTION TO STATE FORESTS AND WILDLANDS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Mark Burdick, Fire Chief

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION**

### *Purpose*

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This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement, with the Arizona State Forestry Division for the prevention and suppression of wildland fires.

### *Background*

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The Arizona State Forestry Division has developed a comprehensive incident management system which oversees and manages forest and wildland fires. Fire departments that are called to assist with forest and wildland fires have firefighters who have attended training and have been approved by the state as wildland firefighters. Glendale firefighters who are approved as wildland firefighters bring back valuable firsthand experience on how to manage large scale events to include becoming familiar with the national response system, ordering system, and the exposure of working directly with national teams. By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance during large scale events on Arizona state lands. Costs incurred by the department while assisting in these events are reimbursable through the Arizona State Forester's Office.

### *Previous Council/Staff Actions*

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On May 11, 2010, Council authorized the Cooperative Fire Rate Agreement with the Arizona State Forestry Division to provide fire protection to state forests and wildlands.

Council has entered into cooperative fire rate agreements with the Arizona State Forestry Division since 2002.

### *Community Benefit*

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By choosing to enter into this agreement, the Glendale Fire Department will be able to provide emergency fire suppression assistance if needed during large scale events on state lands. In

return, the city will have access, at no charge, to state-owned fire equipment if needed during periods of extreme brush fire danger in large parks and open areas in Glendale.

*Recommendation*

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Waive reading beyond the title and adopt the resolution authorizing the City Manager to enter into an intergovernmental agreement titled Cooperative Fire Rate Agreement with the Arizona State Forestry Division for fire protection to state forests and wildlands.



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Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012  
TO: Ed Beasley, City Manager  
FROM: Mark Burdick, Fire Chief  
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA  
STATE FORESTRY DIVISION

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1. Resolution
2. Cooperative Fire Rate Agreement



## ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER				
01-0859-12		KR-02-0017-LNR-FIR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE				
City of Glendale		Phoenix District # 1				
(14) EQUIPMENT DESCRIPTION		(15) STANDARD STAFFING	RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
g. SUV 4x4 Compact, 1/2, 3/4 Ton - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
h. Van 12 to 15 Passenger full size ton - see inventory list for vehicle id, license #, make model, year, staffing, rates, Etc.						
i. ATV Quad - Large - see inventory list for vehicle id, license #, make model, year, staffing, rates, Etc.						
j. L7500 Box Truck or Hook Lift truck - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
k. Large Generator- Tow Behind 64KW - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.- must include tow vehicle billed separate						
l. Squad-Heavy Rescue - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
m. Hazardous Material truck - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
n. SUV 4 x 4 3/4 Ton - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
o. Support Tender Type 3 - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
p. Ladder Truck - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
q. Ladder Tender - see inventory list for vehicle id, license #, make, model, year, staffing, rates, Etc.						
(18) Special Provisions						
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE		
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE		
		Jim Downey, Phoenix District Forester				

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

## ARIZONA STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER		IGA REFERENCE AGREEMENT NUMBER			
01-0859-12		KR-02-0017-LNR-FIR			
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE			
City of Glendale		Phoenix District # 1			
(13) EQUIPMENT DESCRIPTION		RATES			
List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4x4, foam capability.	(14) STANDARD STAFFING	(15) WORK OR HRLY		(16) SPECIAL	
		RATE	UNIT	RATE	UNIT
r. Ambulance/Rescue	2	\$85.00	HRLY		
s. Utility Truck/Air Truck	1	\$85.00	HRLY		
t. ALS Medical Kit	1	\$150.00	DAILY		
u. BLS Medical Kit	1	\$100.00	DAILY		
v.					
x.					
y.					
z.					
aa.					
bb.					
cc.					
(18) Special Provisions					
Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104A (02/12) attached hereto.					
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)		(21) DATE	
(22) STATE FORESTRY DIVISION REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		(24) DATE	
		Jim Downey, Phoenix District Forester			

FORM FM 104 (REPLACES FIN 100) Rev 2/12

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

Type 1 Engines		VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
3320D05	2003	E-ONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-811DF
3320D10	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E8
3320D11	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E6
3320D12	1989	EONE	HUSH	500/1500/yes	\$106/hour, \$19/CAFS/hour	4	LG-05E5
3320D13	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-105AS
3320D14	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-104AS
3320D15	1994	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-103AS
3320D16	1995	INTERNATIONAL	1652S	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-305BD
3320D17	1995	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-510BD
3320D18	1995	E-ONE	HUSH C900	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-532BD
3320D19	1995	E-ONE	Hush	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-343BE
3320D20	1995	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-533BD
3320D22	1997	EONE	H160	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-116BL
3320D23	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-155DY
3320D24	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-154DY
3320D25	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-602DY
3320D26	2003	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-164DY
3320D28	2005	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-144EX
3320D29	2005	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-879ES
3320D31	2009	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-628FV
3320D32	2009	EONE	HUSH	500/1500/yes	\$125/hour, \$19/CAFS/hour	4	G-655FV
Type 6 Engine		VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	Gal/GPM/CAFS	RATES	MIN STFNG	License Plate
3320C21	2008	FORD	F550 4X4	300/125/yes	\$76/hour, \$11/CAFS/hour	3	G-623FG
Sedans		VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
VEHICLE	YEAR	VEHICLE MAKE	VEHICLE MODEL	UNIT ID	RATE/MILEAGE	MIN STFNG	License Plate
3320A03	2005	CHEVROLET	IMPALA	EM151	\$40/day \$ .40/mile	1	G-866EG
3320A15	2005	FORD	TAURUS		\$40/day \$ .40/mile	1	G-605DY
3320A151	2006	CHEVROLET	IMPALA	C157	\$40/day \$ .40/mile	1	G-514EN
3320A16	2005	FORD	TAURUS	AS151	\$40/day \$ .40/mile	1	G-614DY
3320A21	2006	FORD	TAURUS	FP151	\$40/day \$ .40/mile	1	G-310EM
3320A22	2006	FORD	TAURUS	FP153	\$40/day \$ .40/mile	1	G-309EM
3320A23	2006	FORD	TAURUS	FP152	\$40/day \$ .40/mile	1	G-308EM
3320A26	2006	FORD	TAURUS	CR1511	\$40/day \$ .40/mile	1	G-094EY
3320A28	2008	CHEVROLET	IMPALA	C154	\$40/day \$ .40/mile	1	G-700FG
3320A29	2008	CHEVROLET	IMPALA	C153	\$40/day \$ .40/mile	1	G-057FM







**GENERAL PROVISIONS TO ARIZONA STATE FORESTER'S COOPERATIVE RATE AGREEMENT FORM FM 104A (02/12)**

This Cooperative Fire Rate Agreement is entered pursuant to the Cooperative Intergovernmental Agreement currently in effect between the State Forester and the Cooperator. The following terms and provisions apply, but in the event of a conflict between this Rate Agreement and the Cooperative Intergovernmental Agreement, the Cooperative Intergovernmental Agreement shall prevail.

**Dispatch.** At the time of dispatch, an Incident Order Number and Resource Number will be assigned. Cooperator shall furnish this number as well as a copy of the Cooperative Rate Agreement upon arrival and check in at the incident. When such resources are furnished to the Incident, the following provisions shall apply;

1. **Condition of Equipment.** The State reserves the right to reject equipment which is not in safe and operative condition. No payment will be made for rejected equipment.

2. **Time Under Hire.** The equipment and personnel time under hire shall start at the time agreed upon which is when equipment is en route and end by notification to the Cooperator by the State that equipment is released back to its point of hire, except as provided in Item 9 and 6F.

3. **Transportation of Equipment.** Equipment will be transported at State expense from point of hire to the site of work and return, whether under its own power or by transport, except as provided in Item 9 and 8.a.1.

4. **Operating Supplies.** Operating supplies are to be provided by the Cooperator. Operating supplies may include but are not limited to fuel, oil, filters, lube/oil changes. Though all operating supplies are to be furnished by the Cooperator, the State may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be deducted from payment to the Cooperator.

5. **Repairs.** Repairs to equipment shall be made and paid for by the Cooperator. The State may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be deducted from payment to the Cooperator.

6. **Timekeeping and Invoicing.** Time will be reviewed and approved by the appropriate incident supervisor and/or a State Forestry representative responsible for ordering and/or directing use of each piece of equipment. Time will be recorded in military time as follows:

a. **Hourly rate** - To nearest quarter hour.

b. **Daily rate** - By calendar day except for first and last day, this will be recorded to nearest hour. Not to exceed total daily rate. Reference item 8.a.2

c. **Mileage Rate** - To nearest mile.

d. **Excessive Work Hours** - Work shifts exceeding 16 hours after the first shift of the incident will require the written justification on CTR or other incident documentation by the incident commander or immediate supervisor.

e. **Meal breaks** - A minimum thirty minute meal break shall be shown on crew time reports for each operational period; if not shown a written justification will be required. Exceptions to this must meet conditions as referenced in the current National Wildfire Coordinating Group (NWCG) Incident Business Handbook (IBHB). In addition, thirty minute meal breaks shall be shown while in travel status unless method of travel conveyance precludes stopping as referenced in the current NWCG IBHB.

f. **Refurbishment** - Refurbishment/Rehabilitation will be allowed for personnel only and will be restricted to the time it takes to bring the engine back to fire readiness. Refurbishment exceeding 1 hour must be approved by the State Foresters Office.

g. **Rest and Recuperation (R & R)** - R&R may be reimbursed if it is the policy of the cooperator to allow R&R. The policy may not exceed the Days Off conditions listed in the current NWCG IBMH. A copy of the cooperators policy allowing R&R must be filed with the corresponding State Forestry District before the beginning of the incident to be considered.

7. **Invoices;** Invoices to the State shall include the information in the State Invoice Format (State Form FM 122) and shall be signed by an authorized Cooperators representative. Invoices shall be submitted within 90 days to the State after release from the incident. Invoices received after 90 days may be subject to refusal. Invoices shall contain the following attachments:

a. **Completed Crew Time Reports (Federal Form SF261) and / or Emergency Equipment Shift Tickets (Federal Form OF-297)** need to be signed by the Incident Commander, Immediate Supervisor or State Forester's representative. On extended Federal Incidents and Team Managed Incidents, Fire Time Reports (Federal Form OF288) and Emergency Equipment Use Invoices (Federal Form OF-286) are also required **(All forms to be original)**.

b. **Itemized receipts and resource order form with order #'s for authorized supply purchases** are required.

c. **Incident based documentation:** All inspections, reports, resource order #'s and justifications for damage or loss claims shall accompany invoice.

8. **Payments.**

a. **Rates of payments:** Payment for equipment and staffing furnished shall be in accordance with the following, except as provided in Item 9:

(1) **Hourly Work Rates (column 16):** Shall apply to cooperators tactical and support apparatus, including federal excess cooperative property. Current State equipment rate sheets will be utilized to set these rates. Rates shall apply when the cooperators resources are under hire as ordered by the State and on shift, including mobilization and demobilization of equipment under its own power. When apparatus is being transported (lowboy), a maximum of 4 hours per calendar day will be paid. Meal breaks do not apply to equipment.

(2) **Daily Work Rates/Mileage Rates (use column 16-17 FM 104):** Shall apply to light duty non-tactical vehicles, command vehicles and miscellaneous equipment. Payment will be made on the basis of calendar days. For fractional days at the beginning and ending of time under hire payment will be based on 50% of the daily rate for periods less

than 8 hours. Current State equipment rate sheets will be utilized to set these rates. Daily work rates will apply to ATV's/UTV's but only when in actual use (wheels turning) and documented on the Emergency Equipment Shift Ticket signed by the Incident Commander, Line Supervisor, or State Forestry Representative.

a. Personally Operated Vehicles (POV's): will be reimbursed at the current state vehicle rates and will not normally include a daily rate. To include a daily rate, the vehicle must be necessary for fireline duty and a justification written on the Emergency Equipment Shift Ticket as to the POV's necessity and signed by the Incident Commander, Line Supervisor, or State Forestry Representative. POV's must be included on the CFRA for compensation and will require proof of insurance.

(3) Special Work Rates (column 17): If a specific work rate or work rate amendment is not in place for planned events within Arizona such as preparedness patrols, prescribed burns, and various non-emergency activities, the default equipment rate will be 50% of standard hourly rate or 50% of daily rate. In-State planned event default personnel rates will be as in item 8(4) and 8(5) without allowance for excess costs due to backfill or coverage.

(4) Career Personnel Rates: Cooperator shall charge actual labor expenses including eligible overtime and employee related expenses in accordance with each department's pre-existing labor contracts and pay schedules. A copy of the shift schedule and pay schedule shall accompany the agreement. Pay schedule revisions occurring during the agreement period will be provided to the State. Non budgeted costs to the fire department incurred for required backfill or coverage will be eligible.

(5) Volunteer Personnel Rates: Cooperator will charge the State for volunteer fire personnel at the current rates outlined in the State Forester Volunteer Classifications for the position for which they were ordered.

(6) Employee Related Expenses (ERE): Employee Related Expenses covered for time while on the assignment will be as follows:

- Workers Compensation
- Unemployment Insurance
- FICA taxes
- Employee Insurance
- Retirement
- Long term disability

Any other Employee Related Expenses beyond the above list must be approved by the State Foresters Office.

(7) Administrative or Special Wildland Fire Incentive Fees: Administrative or Special Wildland Fire Incentive Fees/Pay will not be reimbursed.

(8) Standard Staffing (Column 15): Cooperator lists normal staffing for listed equipment for general information purposes only. This does not restrict the State from ordering or requesting staffing that differ from this value. Equipment rates are for equipment only and do not include staffing.

a. Method of Payment: Lump-sum payment will normally be processed at the end of the emergency incident upon receipt of invoice and agreement with charges. See Arizona Revised Statute 37-623.02E.

## 9. Exceptions

a. No further payment under item 8 will accrue during any period that equipment under hire is not in a safe or operable condition or when Cooperator furnished staffing is (are) not available.

(1) Equipment will be requested with the understanding that it may be on assignment for 14 days. Should a staffing swap be required before the completion of 14 days prior approval by a State Forestry representative will be required before accepting the assignment.

b. If the Cooperator withdraws equipment and/or staffing prior to being released by the State, no further payment under item 8 shall accrue and the cooperators shall bear all costs of returning equipment and/or personnel to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished staffing that cannot be replaced or equipment that cannot be repaired at the site of work by the Cooperator or by the incident in accordance with Clause 5, within 24 hours, may be considered as being withdrawn by the Cooperator in accordance with paragraph b above, except that the incident will bear the costs of returning equipment and/or personnel to the point of hire as promptly as emergency conditions will allow.

10. Loss, Damage or Destruction. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Cooperator agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. No reimbursement will be made for loss, damage or destruction when (a) it is due to normal wear and tear, or (b) negligence of the Cooperator or the Cooperator's agents which caused or contributed to the loss, damage or destruction, or (c) damages caused by equipment defects unless such defects are caused by negligence of the State or its employees.

## 11. Meal and Lodging Expense Reimbursement:

a. In-State: The cooperators will provide and/or pay for their own food and drinks for the first 12 hours of an in-state assignment. The State may, at its discretion, provide meals for in-state assignments within this 12 hour period at no cost to the cooperators. Meals not provided after the first twelve hours of the incident and purchased by the cooperators may be reimbursed according to current State travel meal rates for breakfast lunch or dinner at the location being requested for reimbursement. Lodging costs will not be reimbursed for in-state assignments unless approved by the incident or dispatch office. Approved in-state lodging may be reimbursed according to current State travel policy.

b. Out-of-State: Cooperators may be reimbursed individual meals and lodging while traveling to and from out-of-state assignments. Meals will be reimbursed according to current State travel meal rates for breakfast, lunch, or dinner at the location being requested for reimbursement unless provided for by the incident. Travel time will begin from the time the resources left for the assignment. Out-of-

State lodging may be reimbursed not exceeding the current Federal Rate. Meals and lodging purchased by the cooperator while at the incident will not be reimbursed unless approved and documented by the incident.

c. Miscellaneous: Reimbursement for miscellaneous costs will be at the discretion of the State.

## 12. Safety Requirements

a. The cooperator is required to comply with all rules and regulations covered by the Arizona Industrial Commission Occupational Safety Codes, Title 23, Chapter 2, Article 10.

b. Current NWCG Qualifications Standards including the 3-22-04 NWCG Initial Action Clarification Memo shall apply. During initial response actions, minimum firefighter qualifications shall be completion of NWCG FFT2 training. Individuals at or above single resource boss and unit leader trainee level shall be approved by the State Qualifications Committee.

c. Fire department personnel must be a minimum of 18 years of age and in adequate physical condition to meet the physical requirements for the position for which they were ordered.

d. Personal Protective Equipment- Cooperators must supply the following minimum required personal protective equipment for wildfire response: hardhat, goggles, long sleeve fire resistant shirt, fire resistant trousers, leather lace up boots with a minimum 8" top and non-skid soles, leather work gloves, and a fire shelter. Personal protective equipment shall meet current NFPA standards where applicable.

13. Disputes. In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. Section 12-1518.

14. Termination. The State may cancel this agreement without penalty or further obligation pursuant to A.R.S. 38-511.

15. Failure to adhere to these provisions may result in the cooperator forfeiting all rights to payment.

16. Audit. Within a 5 year period of invoice submittal, the state at its discretion may request a review of fire invoicing documentation.

17. The Parties agree to comply with all applicable Federal or State laws relating to equal opportunity and non-discrimination.

Pursuant to A.R.S. § 35-214, the Cooperator shall retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Cooperator shall produce the original of any or all such records.

This agreement shall be subject to available funding, and nothing in this agreement shall bind the State to expenditures in excess of funds appropriated and allotted for the purposes outlined in this agreement.

The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplies by third parties to the Cooperator

toward fulfillment of this Contract.

The Cooperator warrants its compliance with Federal Immigration Laws.



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Jim Colson, Deputy City Manager

SUBJECT: **AGREEMENT WITH HABITAT FOR HUMANITY  
CENTRAL ARIZONA**

### *Purpose*

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This is a request for City Council to authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 (NSP 3) funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes (Agreement) with Habitat for Humanity Central Arizona (Habitat).

### *Background*

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In November of 2011, the City of Glendale conducted a request for proposal (RFP) process, following the city's procurement code, to identify a qualified partner to mitigate the impact of foreclosures in our community. Two qualified non-profit agencies responded to the RFP solicitation. The review team evaluated both respondents, which resulted in Habitat for Humanity Central Arizona being recommended for award. The letter of intent to award was posted on the city's website October 6, 2011 for a period of 14 days, no questions or comments were received.

This Agreement will allow Habitat to use NSP 3 funds in the amount of \$1,296,540 to purchase and renovate 12 foreclosed single-family homes in the target areas of Glendale as outlined in the attached boundary map and indicated below. The homes will be re-sold to income-qualified residents.

- North: Orangewood Ave., South: Glendale Ave., East: 53<sup>rd</sup> Ave., West: 57<sup>th</sup> Ave.
- North: Glendale Ave., South: Ocotillo Rd., East: 63<sup>rd</sup> Ave., West: 67<sup>th</sup> Ave
- North: Glendale Ave., South: Maryland Ave., East: 59<sup>th</sup> Ave., West: 63<sup>rd</sup> Ave.
- North: Glendale Ave., South: Maryland Ave., East: 51<sup>st</sup> Ave., West: Grand Ave.
- North: Glendale Ave., South: Maryland Ave., East: 43<sup>rd</sup> Ave., West: 51<sup>st</sup> Ave.

During the acquisition phase, Habitat will consult with local realtors to identify vacant, foreclosed properties in the city's target areas and obtain the required environmental assessments and clearances through the city. An outreach to schools, neighborhoods, community groups, churches, and housing shelters will be made by Habitat to identify the opportunities for home ownership to qualified residents. The U.S. Department of Housing and Urban Development (HUD) requires program home buyers to participate in counseling to enhance money

management and financial planning skills. Habitat requires home buyers to invest at least 100 hours of sweat equity by working on home rehabilitation projects.

Habitat's business model generates substantial cost reductions through the use of volunteer labor to rehabilitate homes and frequent receipt of donated or discounted materials. It is anticipated that Habitat volunteers will donate approximately 864 hours of time on each home rehabilitated.

### *Previous Council/Staff Actions*

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On March 22, 2011, Council formally adopted an amendment to the Community Revitalization Annual Action Plan accepting NSP 3 funds from HUD and allocated \$1,296,540 to the acquisition and rehabilitation of foreclosed single family houses, targeting neighborhoods surrounding the Centerline Area.

On December 16, 2010, during a public meeting, the Community Development Advisory Committee (CDAC) reviewed and approved the eligibility of the NSP 3 funding.

### *Community Benefit*

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The acquisition, revitalization and resale of foreclosed single family houses will help stabilize neighborhoods and improve the quality of life for the existing neighbors. These units will be completely rehabilitated and incorporated with energy-efficient and green building features, which maintains affordability.

### *Public Input*

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HUD requires cities to solicit comments through a public participation plan. On December 16, 2010, during a public meeting, CDAC reviewed and approved the eligibility of the NSP 3 funding. The Public Notice was published in The Glendale Star on December 23, 2010 and December 30, 2010, informing the public about the amendment to the Community Revitalization Annual Action Plan, the five locations in which to view the amendment and the 15-day public comment period. The public comment period began on January 7, 2011 and ended January 24, 2011. In addition, on January 19, 2011, CDAC conducted a public hearing on the Annual Action Plan to accept the NSP 3 funds, and the proposed eligible use of said funds. No comments were received.

### *Budget Impacts & Costs*

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NSP 3 funds in the amount of \$1,296,540 will be used for the project. An in-kind match provided through Habitat volunteers include approximately 10,368 hours of volunteer labor valued at approximately \$128,988.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$1,296,540

**Account Name, Fund, Account and Line Item Number:**

Neighborhood Stabilization Program 3, Account No. 1311-30910-518200, \$1,296,540

*Recommendation*

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Authorize the City Manager to enter into an Agreement for Neighborhood Stabilization Program 3 funds for Acquisition, Rehabilitation and Resale of Foreclosed Homes with Habitat for Humanity Central Arizona.



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Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012  
TO: Ed Beasley, City Manager  
FROM: Jim Colson, Deputy City Manager  
SUBJECT: AGREEMENT WITH HABITAT FOR HUMANITY CENTRAL  
ARIZONA

---

1. Habitat for Humanity Central Arizona Agreement
2. Boundary Map

**AGREEMENT FOR  
NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES  
City of Glendale Solicitation No. 12-05**

This Agreement for NSP 3 Acquisition, Rehabilitation and Resale of Foreclosed Homes ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Habitat for Humanity Central Arizona, an Arizona nonprofit corporation, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 12-05, NSP 3 Acquisition, Rehabilitation and Resale of Foreclosed Homes (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

**1. Key Personnel; Sub-contractors.**

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,296,540.00, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
  - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
  - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. **Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Lisa Weide  
c/o Habitat for Humanity Central Arizona  
9133 NW Grand Avenue, Suite 1  
Peoria, Arizona 85345

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Charyn Eirich-Palmisano  
5850 West Glendale Avenue, Suite 107  
Glendale, Arizona 85301  
623-930-3670

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
Ed Beasley, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Habitat for Humanity Central Arizona,  
an Arizona nonprofit corporation

\_\_\_\_\_  
By: Roger Schwierjohn  
Its: President

**EXHIBIT A**  
**NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES**  
**PROJECT**

*[See attached]*

## Exhibit A Project Description

Neighborhood Stabilization Program 3 (NSP 3) funds will be used to purchase and renovate foreclosed single-family homes in the target areas of the City of Glendale (City) as outlined in the attached boundary maps (Exhibit 1). Once the renovation is complete, Habitat for Humanity Central Arizona (Contractor) will resell each single-family home to an income qualified first time home buyer.

Contractor will acquire and rehabilitate up to twelve (12) single-family, vacant, foreclosed homes within the City's NSP 3 targeted areas. The homes will then be re-sold at or below the total cost of acquisition and rehabilitation, to income qualified residents at or below 120% AMI. Six (6) of the homes will utilize the traditional contractor financing model of 0% percent mortgages for the qualified homeowners. Mortgage payments are placed in a "Fund for Humanity" and used to purchase land and build/rehabilitate more homes.

Contractor has confirmed with the City, that Davis Bacon Requirements will NOT be triggered, if the scattered sites purchased are more than 2,000 feet in distance from each other. We know that Davis Bacon can be triggered, if more than seven (7) sites are located within 2,000 feet of each other.

Contractor will manage all aspects of home building including land purchase, infrastructure development, fund raising, partner family selection and support, house construction and mortgage servicing in conjunction with City staff. Of the potential twelve (12) houses to be acquired, six (6) of the homes will be rehabilitated and sold by the Contractor. All net proceeds from these sales will return to the City.

During the acquisition phase, the Contractor's Director of Land Development, Tana Nichols, will consult with local realtors to identify vacant, foreclosed properties in the City's targeted district. Ms. Nichols will work with the City to obtain the required environmental assessments and clearances. Contractor will utilize JRM Environmental, Inc. to complete the asbestos and lead based paint inspections.

Maribel Saucedo is the Contractor's Director of Family Services and is a U.S. Department of Housing and Urban Development (HUD)-certified housing and credit counselor with eight (8) years of experience in the affordable housing market. Contractor's Family Services Department will be conducting outreach to schools, neighborhoods, community groups, churches, housing shelters, etc., to advertise our mission and the family orientation sessions. The marketing materials are available in both English and Spanish. Contractor has bi-lingual staff available to serve the Spanish-speaking population.

Families will receive the HUD required eight (8) hours of certified pre- and post-homeowner counseling in the areas of budgeting, credit, delinquency and foreclosure prevention, refinance, anti-predatory lending counseling and financial literacy training to strengthen money management and financial planning skills. These services are provided by HUD approved counselors in partnership with Neighborhood Housing Services of Phoenix.

Contractor will seek to acquire vacant, foreclosed properties at a minimum of 1% less than market or appraised value. In the current environment, it is very important to conduct all the background research on the properties prior to submitting the offer. It is equally important to note that due to all the activity in the market right now there is a short window, typically two-to-three days, in which to make an offer on a new property. It has been our experience that the foreclosed homes being placed on the market are priced significantly below appraised value to encourage a bidding war on the property.

Contractor would partner with the Sustainable Home Ownership Coalition and/or real estate brokers that it has prior relationships with. Contractor will utilize brokers that have demonstrated that they have strong relationships with the mortgage lenders. The real estate brokers the Contractor uses must be able to

communicate with the mortgage lenders and let them know that the offer is from the Contractor. A real estate broker's ability to communicate with the mortgage lender is very important to the success of the sale. Contractor will need additional time, typically twenty-one (21) days, to complete all of its due diligence including utilities, boundary surveys, environmental clearances, asbestos and lead paint inspections and testing.

During the construction rehabilitation phase, it may be necessary to sub-contract a portion of the activities. In the event sub-contractors are needed, Contractor will solicit for them according to the rules and regulations of the City and the Federal Procurement Standards, including but not limited to, appropriate licensure, insurance, not listed on the Excluded Party Listing System, and is willing to comply with Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u and the implementing regulation 24 CFR Part 135 (Section 3) and vicinity hiring requirements for NSP 3.

Contractor's greatest cost savings during this Project will be the costs saved on labor. Contractor will utilize one highly trained site supervisor to engage a host of volunteers who are all donating their time to rehabilitate the homes. It is anticipated that contractor volunteers will donate 864 hours of time on each of the twelve (12) homes rehabilitated. That is a labor savings of \$10,749 per home. For the Project, it means 10,368 hours of volunteer labor, or One Hundred Twenty Eight Thousand and Nine Hundred Eighty-Eight Dollars 00/100 (\$128,988) of in-kind labor. Contractor will leverage the funds saved to be able to incorporate as many energy efficient and green building features into the homes as possible and still have the home be affordable.

All of the homes will have an individual scope of work, budget and schedule of activities created. Rehabilitation of a home typically takes six weeks. The condition of the properties will determine the extent of the rehabilitation required. A restrictive covenant will be placed on the property to ensure that it remains an affordable home for low, moderate and middle income households (LMMI) for a prescribed period of time. The restrictive covenant shall be in effect for an affordability period based on the level of disposition assistance as set forth in the table below. The covenant and restrictions shall run with the land and be binding on future owners of the property for the affordability period. The property shall at all times be occupied as the principal residence of the owner and shall not be rented or leased. If the property is initially sold to a LMMI buyer, the property must be resold only to another LMMI buyer. The restrictive covenant shall run with the land; however, the restrictions shall terminate in the event of foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD.

LONG TERM AFFORDABILITY TABLE	
Amount of Disposition Assistance	Years of Restriction
\$0.00 to \$15,000	5 years
\$15,000.01 to \$40,000	10 years
More than \$40,000	15 years

In addition to Section 3 requirements, NSP 3, unlike the previous NSP programs, has a requirement for vicinity hiring. The purpose of vicinity hiring is to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons residing or located within the NSP 3 Target Area.

Activities may include, but are not limited to, some or all of the following activities:

1. Advertise the availability of jobs through notices in prominent locations within the NSP 3 Target Area and surrounding areas. In addition, advertise in the local electronic or print media in languages spoken by NSP 3 Target Area residents.
2. Distribute information door-to-door to residents and any businesses in the NSP 3 Target Area.
3. Contact public housing developments within the NSP 3 Target Area to provide information about hiring to public housing residents.
4. Provide contact information via telephone, e-mail or social media for residents and business within the NSP 3 Target Area to make inquiries or have questions answered.
5. Maintain a log of NSP 3 Target Area applicants who apply for jobs whether they are hired or not. If they are not hired, provide the reason(s) why they were not hired.
6. Contact labor organizations or representatives in or near the NSP 3 Target Area and inform their members of employment opportunities.
7. Create monthly reports to be delivered to the City that detail contractor's efforts in hiring low-income individuals and businesses from the NSP 3 Target Areas.
8. Notify Section 3 businesses of potential contract opportunities.

Copies shall be maintained of all employment applications, including, but not limited to, applications of public housing residents, Section 8 certificate or voucher holders, and other Section 3 residents.

A monthly report will be required to provide to the City summarizing NSP 3 activities. The report should provide a status of each NSP 3 project, the use of funds, and a report of client information. The monthly reports shall include, but not be limited to, the following information:

1. Project Name
2. Activity
3. Location of the acquired home(s), including parcel identification number and address
4. Purchase amount for each home
5. Appraised amount for each home
6. Discount amount for each home
7. Funds budgeted and expended for each home
8. Development schedule for each home
9. Source and Use statement of non-NSP 3 funds
10. Number of LMMI persons or households benefiting from the NSP3 activity

11. Section 3 and Vicinity Hiring Data

The Contractor agrees to enforce the occupancy requirements as outlined in this document and additional federal and state requirements as applicable. The Contractor is required to manage and maintain occupancy requirements during the affordability period as shown in the Long Term Affordability Table. The recipient and owner will agree that should occupancy requirements not be met, corrective actions will be enforced. Occupancy requirements will be enforced by a recorded covenant running with the property. A yearly report shall be submitted to the City documenting the occupancy status, date of verification, and action taken as necessary to maintain occupancy during the affordability period.

**EXHIBIT 1**  
**City of Glendale Boundary Maps**

**CITY OF GLENDALE'S COMMUNITY REVITALIZATION**

**NSP 3 ACQUISITION, REHABILITATION, AND RESALE OF FORECLOSED HOMES**

**Target Area Map 1**

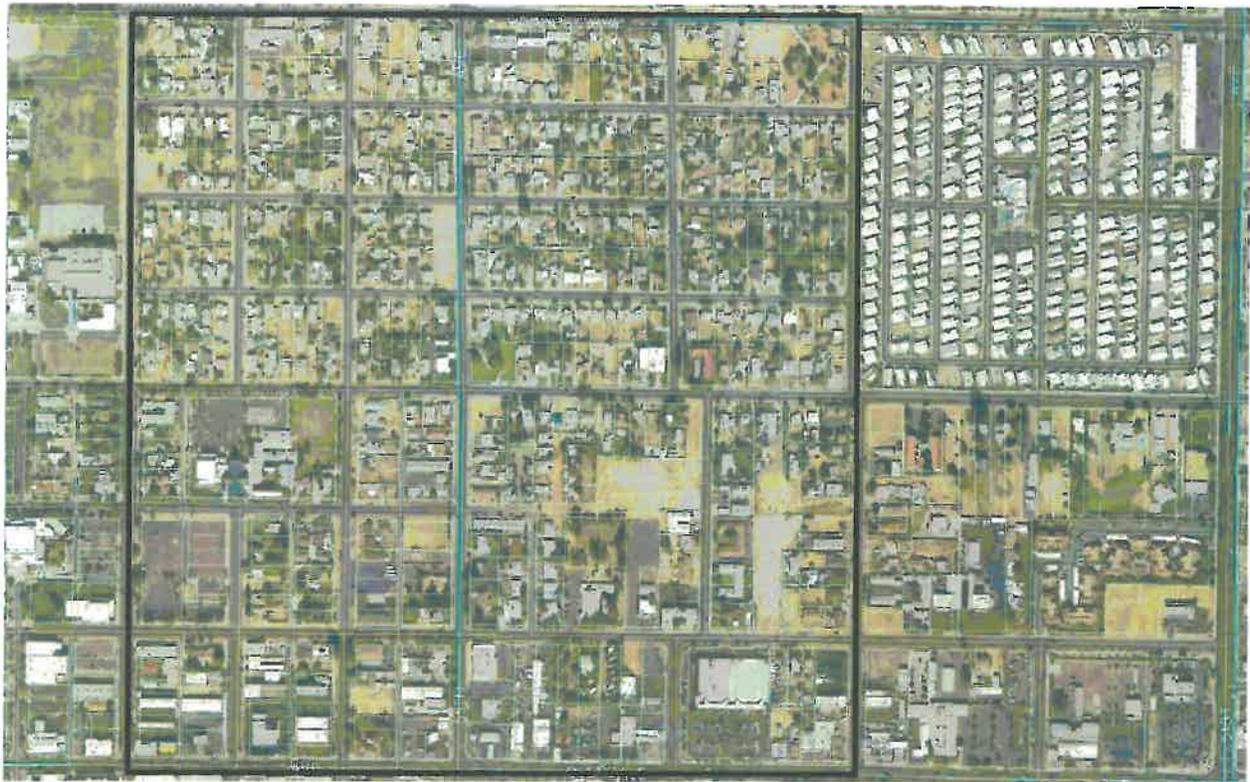
**Boundaries:**

**North: Orangewood Ave**

**South: Glendale Ave**

**East: 53<sup>rd</sup> Ave**

**West: 57<sup>th</sup> Ave**



**CITY OF GLENDALE'S COMMUNITY REVITALIZATION**

**NSP 3 ACQUISITION, REHABILITATION, AND RESALE OF FORECLOSED HOMES**

**Target Area Map 2**

**Boundaries:**

**North: Glendale Ave**

**South: Ocotillo Road**

**East: 63<sup>rd</sup> Ave**

**West: 67<sup>th</sup> Ave**



**CITY OF GLENDALE'S COMMUNITY REVITALIZATION**

**NSP 3 ACQUISITION, REHABILITATION, AND RESALE OF FORECLOSED HOMES**

**Target Area Map 3**

**Boundaries:**

**North: Glendale Ave**

**South: Maryland Ave**

**East: 59<sup>th</sup> Ave**

**West: 63<sup>rd</sup> Ave**



**CITY OF GLENDALE'S COMMUNITY REVITALIZATION**

**NSP 3 ACQUISITION, REHABILITATION, AND RESALE OF FORECLOSED HOMES**

**Target Area Map 4**

**Boundaries:**

**North: Glendale Ave**

**South: Maryland Ave**

**East: 51 st Ave**

**West: Grand Ave**



**CITY OF GLENDALE'S COMMUNITY REVITALIZATION**

**NSP 3 ACQUISITION, REHABILITATION, AND RESALE OF FORECLOSED HOMES**

**Target Area Map 5**

**Boundaries:**

**North: Glendale Ave**

**South: Maryland Ave**

**East: 43<sup>rd</sup> Ave**

**West: 51 st Ave**



**EXHIBIT B**  
**NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Contractor will be reimbursed for properly invoiced services and upon approval of the contract administrator.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,296,540.00.

**DETAILED PROJECT COMPENSATION**

[See attached]

## **Exhibit B Compensation**

The City agrees to pay Contractor on a reimbursement basis as provided for herein an amount not to exceed **One Million Two Hundred Ninety Six Thousand Five Hundred Forty and 00/100 Dollars (\$1,296,540)** for the performance of all services to be provided under this Agreement in accordance with the Project detailed in Exhibit A approved by the City for each individual project.

Contractor may submit an invoice to the City upon the purchase of a NSP 3-assisted property for acquisition and related closing costs as reflected on U.S. Department of Housing and Urban Development (HUD)-1 Settlement Statement to be presented to City.

The City may, in its sole discretion, also pay Contractor for indirect costs up to 10% of direct cost for administrative services provided for each housing unit assisted through this program. Administrative services shall include, but not be limited to, property acquisition, housing rehabilitation, and resale activities including, but not limited to, conducting individual site project management, making on-site visits, handling dispute resolutions and lien matters, obtaining and maintaining NSP 3 Program documentation as required under this Agreement.

Contractor shall invoice the City on the following basis outlined below:

Contractor shall provide the City, with an original Request for Payment Form accompanied by proper documentation and shall be submitted to the City for approval. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness and releases and/or waivers of subcontractors and material persons shall be considered proper documentation.

If Contractor awards a contract to a subcontractor, Contractor shall submit a copy of the subcontractor's invoice stating the services which were rendered and the date upon which the services were rendered. Upon receiving properly formatted invoices, reports and other materials, the project manager shall audit such invoices and reports to determine whether the services invoiced have been completed and that the invoiced services are proper for payment. Upon determination by the Project Manager that the services invoiced have been received or completed and are proper, payment shall be processed. In the event that any of Contractor subcontractors have not been paid for their work on the project or waivers of lien have not been obtained from the subcontractors the city reserves the right to pay subcontractors from funds awarded through this contract.

*(Remainder of Paged Intentionally Left Blank)*

**EXHIBIT B**

**Project Costs and Budget**

<b>Itemized Costs</b>	<b>NSP3</b>	<b>HFHCAZ</b>	<b>In Kind</b>	<b>Total Costs</b>
A. Acquisition Costs including cost of property, appraisal, title and recording, real estate attorney, inspections, and other Closing Costs	\$876,540	\$0	\$0	\$876,540
B. Rehabilitation Costs including contractor(s)rehabilitation costs, site work/landscaping, building permits/inspections, tap fees, and other rehabilitation costs such as hard cost contingency	\$404,100	\$51,624	\$0	\$455,724
C. Indirect Cost and Direct Personal Salary Costs	\$0	\$48,000	\$128,988	\$176,988
D. Other Owner Costs and Holding Costs including real estate attorney, accounting fees, property maintenance/security, property insurance/builders risk, pest control, HOA fees, utilities, property taxes, and other costs associated with maintenance and ownership	\$15,900	\$0	\$0	\$15,900
G. Marketing/community outreach, and education & counseling.	\$0	\$0	\$0	\$0
H. Total	<b>\$1,296,540</b>	<b>\$99,624</b>	<b>\$128,988</b>	<b>\$1,525,152</b>

## EXHIBIT C

### NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



**Legend**

- North: Orangewood Ave., South: Glendale Ave., East: 53rd Ave., West: 57th Ave.
- North: Glendale Ave., South: Ocotillo Rd., East: 63rd Ave., West: 67th Ave.
- North: Glendale Ave., South: Maryland Ave., East: 59th Ave., West: 63rd Ave.
- North: Glendale Ave., South: Maryland Ave., East: 51st Ave., West: Grand Ave.
- North: Glendale Ave., South: Maryland Ave., East: 43rd Ave., West: 51st Ave.

RESOLUTION NO. 4559 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR USE OF ITS POLICE AUTOMATED COMPUTER ENTRY (PACE) SYSTEM BY THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the City of Phoenix Police Department for use of its Police Automated Computer Entry (PACE) System by the Glendale Police Department be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Debora Black, Interim Police Chief

**SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE  
CITY OF PHOENIX FOR POLICE DEPARTMENT  
RECORD COMPUTER SYSTEM**

### *Purpose*

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This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix Police Department for use of its Police Automated Computer Entry (PACE) system.

### *Background*

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This IGA specifies the use of the PACE system. The purpose of the IGA is to outline conditions under which the Phoenix and Glendale Police Departments allow the sharing of law enforcement information. Glendale Police Department is currently an active user of the PACE system, and routinely enters law enforcement information into PACE and utilizes PACE for investigative purposes.

The Glendale Police Department has been using the PACE system for at least two decades. The fee to access to this system is \$17,600 annually. If approved, this IGA will remain in force for ten years.

### *Community Benefit*

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Entering into this IGA will continue to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer and public safety.

### *Budget Impacts & Costs*

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Funds are available in the FY 2011-12 operating budget of the Police Department.

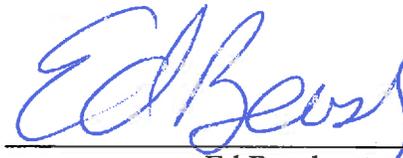
Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$17,600

**Account Name, Fund, Account and Line Item Number:**

Communications, Account No. 1000-12230-523400, \$17,600

### *Recommendation*

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix Police Department for use of its Police Automated Computer Entry system.



---

Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012

TO: Ed Beasley, City Manager

FROM: Debora Black, Interim Police Chief

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF  
PHOENIX FOR POLICE DEPARTMENT RECORD COMPUTER  
SYSTEM

---

1. Resolution
2. Intergovernmental Agreement



**Phoenix Police Department  
Intergovernmental Agreement**

This intergovernmental agreement ("Agreement") is made and entered into, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (the "Effective Date") by and between City of Glendale (hereinafter referred to as the "Participating Agency") and the City of Phoenix, a municipal corporation duly organized and existing under the laws of the State of Arizona, and its Police Department (hereinafter referred to as "PPD").

WHEREAS, the parties desire to enter into this Agreement on behalf of their respective law enforcement agencies to share law enforcement information for the purpose of enhancing the public safety, health, and welfare; and

WHEREAS, the parties are empowered to enter into this Agreement pursuant to A.R.S. § 11-952 as authorized governing bodies, and for the City of Phoenix, pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

NOW, THEREFORE, the parties do hereby agree as follows:

**I. Purpose**

This Agreement sets forth the conditions governing the Participating Agency's use of the PPD Police Automated Computer Entry (PACE) system. This Agreement is intended to enhance and foster the exchange of criminal justice information, to assist in criminal investigations, and improve officer/public safety.

The Participating Agency agrees to abide by all rules, regulations and/or statutes and laws governing participation and use of criminal justice information, including but not limited to criminal history record information, received and disseminated from the PPD PACE system.

**II. Method of Execution**

This Agreement may be executed in one or more identical counterparts each of which shall be deemed an original, but all of which taken together shall constitute one agreement.

**III. Effective Date/Duration**

This Agreement will commence upon the Effective Date and continue in force for ten (10) years. The Participating Agency may terminate this agreement by providing sixty (60) days' prior written notice to the other party of its intent to terminate the other party's access to its records through the methods provided in this Agreement.

The PPD may terminate the Agreement without providing notice at any time for good cause, such as misuse or abuse of the PACE system.

#### **IV. Notice**

Any notice required or given pursuant to the Agreement shall be in writing and either delivered in person, deposited in the U.S. Mail, sent by transmission facsimile or deposited with any express service addressed as follows. Notice will be deemed received at the time it is personally served, on the day it is sent by facsimile transmission, on the third day after it is deposited in the U.S. Mail, or on the second day after its deposit with any express service. Any time period stated on a notice will be computed from the time the notice is deemed received. Notices sent by facsimile transmittal will also be sent by regular mail to the recipient. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

To City:                   Judie V. Welch, Bureau Administrator  
                                  Records and Identification Bureau  
                                  Phoenix Police Department  
                                  620 W. Washington Street  
                                  Phoenix, Arizona 85003

To Agency:               Steven Conrad, Police Chief  
                                  City of Glendale Police Department  
                                  6835 North 57<sup>th</sup> Drive  
                                  Glendale, AZ 85301

#### **V. Indemnification**

The Participating Agency agrees to indemnify, defend and hold harmless the City of Phoenix, PPD, and any of its employees or officials from, and against any and all claims, demands, actions, suits and proceedings of any kind or nature including, but not limited to, claims arising out of false arrest or imprisonment, resulting from or involving any acts by or on the part of the Participating Agency with the use of the PACE system.

#### **VI. Security**

The Participating Agency agrees to:

- A. Conduct thorough background screening of personnel. State and national Criminal History Record Information fingerprint identification checks must be conducted for all Participating Agency PACE users.
- B. Abide by all ACJIS and NCIC security requirements as published by DPS.
- C. To be responsible for the physical security of all computerized equipment used to access the PPD PACE system.
  - 1) Ensure the access location is under the direct control and supervision of authorized personnel.

- 2) Ensure the access location is inaccessible to the public or persons not qualified to operate, view or possess PPD PACE system information.
- D. Cooperate with the PPD in any investigation into allegations of misuse of data contained in the PACE system.
- E. Establish local policies and procedures for safeguarding information and equipment, and impose disciplinary action against any individual found to be violating PPD PACE system policies and procedures.

#### **VI. Financial Considerations**

The Participating Agency is responsible for the cost of acquiring and maintaining the necessary hardware and licensed software to PACE.

#### **VIII. Information Ownership, Release, and Accuracy**

- A. Participating Agency and PPD retain control or properly dispose. Except as required by law, information shall not be made available to any unauthorized requestor without the approval of the originating member agency.
- B. Participating Agency and PPD acknowledge that the law enforcement data maintained in PACE consists of information that may or may not be accurate. Participating Agency and PPD do not warrant the accuracy of any of the information contained in PACE.
- C. Prior to taking any action based on information contained within PACE, the Participating Agency shall confirm the validity of said information with the PPD or submitting agency.

#### **IX. Limitation of Liability**

- A. For the purposes of worker's compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular intergovernmental agreement for mutual aid in law enforcement, shall be deemed to be an employee of the party who is the employee's primary employer and of the party under whose jurisdiction and control the employee is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section. Each party herein shall comply with provisions of A.R.S. § 23-1022(E) by posting the public notice required. Further, the personnel of either party to this Agreement will not for any purpose be considered employees or agents of the other party and each party assumes full responsibility for the actions of its personnel while performing services under this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

- B. Except for the purposes of worker's compensation as noted in the preceding paragraph of this Article, each party shall be solely responsible and liable for claims, demands or judgments (including costs, expenses and attorney fees) resulting from personal injury to any person or damage to any property arising out of its own employee's performance under this Agreement. Each party shall have the right of contribution against the other parties with respect to tort liability judgments should both parties under this agreement be found liable. This right of contribution shall not apply to any settlement or demand and each party shall be solely responsible for its own acts or omissions and those of its officers and employees by reason of its operations under this Agreement. This responsibility includes automobile liability. Each party represents that it shall maintain for the duration of this Agreement liability insurance. The parties may fulfill their obligations by programs of self-insurance.
- C. Each party agrees to be solely responsible for any expense resulting from industrial insurance by its employees incurred as a result of operations under this Agreement.

#### **X. Dissemination Restrictions**

Personal use of any data provided through the PPD PACE system is strictly prohibited. The sale any information obtained from PACE to any individuals, organization, government agency or corporation is strictly prohibited. The dissemination of any information obtained from PACE to any individual or organization that is not legally authorized to have access to the information is strictly prohibited.

#### **XI. Suspension of Services**

PPD reserves the right to immediately and unilaterally suspend the Participating Agency's access to the PPD PACE system when any terms of this Agreement are violated or, in the opinion of PPD, appear to have been violated. Such a suspended service shall only be resumed upon such terms and conditions, as the PPD shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by PPD.

#### **XII. Responsibilities**

A. The Participating Agency agrees to:

1. Query, access and use all information accessible in the PPD PACE system in strict compliance with Federal and State laws and regulations.
2. Maintain a log of all queries into the PACE system. This log shall include the name of the person who queried the system, the purpose of the query, the PPD Department Report number and the date of the query.
3. Submit a new agency application and sign a new Interagency Agreement upon a change in the Participating Agency Police Chief or Sheriff. Submission of new documentation shall take place within 60 days of said command change.

B. The City of Phoenix Police Department agrees to:

1. Make available to the Participating Agency electronic data processing software and equipment for the storage, manipulation and retrieval of information to be accessed by the Participating Agency for law enforcement purposes.
2. Provide training, system documentation, updates and other materials necessary to ensure the Participating Agency's ability to effectively utilize the PPD PACE system.
3. Authorize appropriate PACE access level(s) to the Participating Agency.

**'A' Level Certification Required**

\_\_\_\_\_ Outside Agency Supervisor Delete Capability.  
Name index maintenance (delete/purge from name index), DPS maintenance, DPS pawnshop query, DPS query, name index query, and warrant/file stop delete.

\_\_\_\_\_ Outside Agency Supervisor Functions.  
Same as above without to name index delete/purge capability.

\_\_\_\_\_ Outside Agency DPS Functions.  
Name index query, DPS maintenance and query and DPS pawnshop query.

**'B' Level Certification Required**

\_\_\_\_\_ Outside Agency Maintenance Functions.  
Name index maintenance, DPS pawnshop query, DPS query and warrant/file stop delete.

\_\_\_\_\_ Outside Agency Query Functions.  
Name index query, DPS query and DPS pawnshop query.

### **XIII. Training**

The Participating Agency is responsible for ensuring any person who accesses the PPD PACE system is trained and certified for the functions authorized to perform.

### **XIV. E-Verify and Scrutinized Business Operations**

A. To the extent applicable under A.R.S. § 41-4401, each party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). A breach of the above-mentioned warranty by any party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party's or its subcontractors' employees who work on the Agreement to ensure that the other party or its subcontractors are complying with the above-mentioned warranty.

B. Pursuant to A.R.S. § 35-391.06 and § 35-393.06, each party certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meaning set forth in A.R.S. § 35-391 and/or § 35-393, as applicable. If any party determines that another party submitted a false certification, that party may impose remedies as provided by law including terminating this Agreement.

### **XV. Amendment**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Participating Agency and PPD.

### **XVI. Cancellation**

The parties understand and acknowledge that each party may cancel this Agreement pursuant to A.R.S. § 38-511, Arizona Revised Statutes.

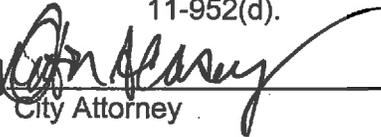
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON  
FOLLOWING PAGE.**

IN WITNESS WHEREOF the parties have executed the Agreement between Participating Agency and the City of Phoenix as of the date first written above.

City of Phoenix, a municipal corporation      City of Glendale  
duly organized and existing under the laws  
of the State of Arizona  
David Cavazos, City Manager

By: \_\_\_\_\_ By: \_\_\_\_\_  
Joseph G. Yahner, Acting Police  
Chief

The attorneys undersigned have determined that this Agreement is in proper form and is within the powers and authority granted under the laws of this state to their respective public agencies, in accordance with A.R.S. § 11-952(d).

By:  \_\_\_\_\_ By: \_\_\_\_\_  
**ACTING** City Attorney      Attorney for City of Glendale

Attest:      Attest:  
By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk      City Clerk

RESOLUTION NO. 4560 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A RECIPROCAL SERVICES AGREEMENT FOR LANDFILL DISPOSAL SERVICES WITH THE CITY OF PHOENIX.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that a Reciprocal Services Agreement with the City of Phoenix for landfill disposal services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

SECTION 3. That the City Manager is further authorized, at his discretion, to extend the term in accordance with the provisions of the intergovernmental agreement.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
City Manager



CITY OF GLENDALE

# Council Communication

## Business-Voting Agenda

04/10/2012

TO: Honorable Mayor and City Council

FROM: Ed Beasley, City Manager

PRESENTED BY: Frank Lomeli, Deputy Director, Public Works

SUBJECT: **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR RECIPROCAL SOLID WASTE DISPOSAL SERVICES**

### *Purpose*

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This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the City of Phoenix for reciprocal solid waste disposal services. The agreement provides for a mutual exchange of solid waste tonnage and disposal services at respective Glendale and Phoenix solid waste facilities.

### *Background*

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The cities of Glendale and Phoenix have exchanged solid waste tonnage and disposal services through IGA's since 1995. This IGA allows solid waste vehicles from each city to utilize the landfill and transfer facilities owned by the other city depending on collection route locations. The advantages include efficiencies in vehicle routing and fuel economy, avoidance of excessive travel times and distances, solid waste services provided to residents more quickly and cost effectively, and pollution reduction. Tonnage is tracked by both cities on a monthly basis and the city with more disposal tonnage at the end of the fiscal year pays the posted gate rate for that disposal facility. Glendale and Phoenix exchange an equivalent tonnage amount of approximately 12,000 tons annually.

Upon Council approval, the IGA will become effective immediately and will continue thereafter until June 30, 2015. The IGA contains an option that will permit the City Manager, at his discretion, to extend the term for one additional three-year period, on the terms and conditions acceptable to both Glendale and Phoenix. The IGA has already been approved by the Phoenix City Council.

### *Previous Council/Staff Actions*

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On March 19, 2009, the City Manager executed the first amendment to the IGA with Phoenix extending the term of agreement for one additional three-year period.

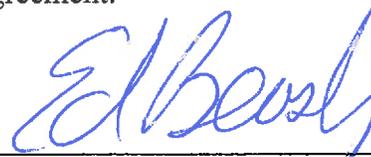
On February 28, 2006, Council adopted the IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services, and authorized the City Manager to extend the term for one additional three-year period.

On July 25, 1995, Council adopted the first IGA with Phoenix for waste tonnage exchange and reciprocal solid waste disposal services. The IGA was renewed by Council on December 12, 2000, and later extended by the City Manager on January 2, 2004.

### *Recommendation*

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Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix for reciprocal solid waste disposal services; and further authorizing the City Manager, at his discretion, to extend the term in accordance with the provisions of the intergovernmental agreement.



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Ed Beasley  
City Manager



# Attachment Memorandum

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DATE: 04/10/2012

TO: Ed Beasley, City Manager

FROM: Frank Lomeli, Deputy Director, Public Works

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF  
PHOENIX FOR RECIPROCAL SOLID WASTE DISPOSAL  
SERVICES

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1. Resolution
2. Intergovernmental Agreement

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

WHEN RECORDED RETURN TO:

Stephen Wetherell, Esq.  
City of Phoenix  
Office of City Attorney  
200 West Washington Street, 13<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611

**INTERGOVERNMENTAL AGREEMENT NO. 132974**

This Reciprocal Services Intergovernmental Agreement (the "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 between the City of Phoenix, Public Works Department (hereinafter referred to as "PHOENIX") and the City of Glendale, an Arizona municipal corporation (hereinafter referred to as "GLENDALE"). PHOENIX and GLENDALE are collectively referred to as "Parties", and individually as "Party".

**RECITALS**

A. PHOENIX has a municipal solid waste landfill known as the SR 85 Landfill located on Patterson Road west of State Route 85 (the "SR 85 Landfill"). The SR 85 Landfill is used for disposal of waste from PHOENIX facilities only. No waste will be directly hauled to SR 85 Landfill without prior approval from the City of Phoenix and the Town of Buckeye.

B. PHOENIX has two municipal solid waste transfer stations: the 27<sup>th</sup> Avenue Solid Waste Management Facility (the "27<sup>th</sup> Avenue Transfer Station") and the North Gateway Transfer Station (the "North Gateway Transfer Station"). Together, these two transfer stations are hereinafter collectively referred to as the "PHOENIX Facility".

C. GLENDALE has a municipal solid waste facility located at 11480 West Glendale Avenue (the "GLENDALE Landfill"). The GLENDALE Landfill, together with GLENDALE's transfer stations, are hereinafter collectively also referred to as the "GLENDALE Facility".

D. PHOENIX and GLENDALE collect or cause the collection of solid waste and the transportation of solid waste to their respective transfer stations and landfills for disposal. The PHOENIX Facility and GLENDALE Facility are hereinafter collectively referred to as "Facilities."

E. PHOENIX is empowered to enter into this Agreement pursuant to Chapter 2, Section 2(i) of the Phoenix City Code and is authorized to enter into this Agreement by appropriate action of its City Council.

F. GLENDALE is empowered to enter into this Agreement pursuant to Article VIII of the Glendale City Charter, and is authorized to enter into this Agreement by appropriate action of its City Council.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

G. PHOENIX and GLENDALE are empowered to enter into this Agreement pursuant to A.R.S. § 11-952.

H. PHOENIX and GLENDALE believe it would be advantageous for each of them to utilize the Facilities owned by the other from the standpoint of efficiency of collection and disposal, vehicle routing, avoidance of excessive travel times and distances, fuel economy efficiency, and reduction of pollution.

I. Accordingly, both PHOENIX and GLENDALE desire to facilitate use by the other of the Facilities owned by each of them all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations contained herein, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions** The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

"Acceptable Waste" means solid waste collected by the Parties in their respective service areas for disposal in the Landfill that is normally generated by residential-dwelling units, business, industrial, and commercial establishments, which consists of (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility, as defined below); and (vi) friable and non-friable asbestos containing waste material;. Acceptable Waste does not include any Hazardous Waste, Special Waste, Medical Waste, including "red bags," or Unacceptable Waste, as defined herein, or any other waste not normally accepted at the Facility; as such term is defined below.

"Agreement" means this Agreement between the City of Phoenix and the City of Glendale together with all appendices hereto and amendments, if any.

"Contractual Charge" means the higher of the Facilities fee at the end of the Fiscal Year.

"Dollars" means United States dollars.

"Effective Date" means the date on which this Agreement becomes effective, which shall be the first work day following the month in which this Agreement is signed by both Parties.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

"Fiscal Year" means the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

"Force Majeure" means any act, event, or condition having a direct material adverse effect on the ability of a Party's Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

- a. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity.
- b. The order, judgment, action, or determination of any court, administrative agency, or governmental body which adversely affects the: (1) operation of the Facilities; (2) the right or ability of the Facilities to accept or transport Acceptable Waste by road; or (3) the right or ability of the Facilities to dispose of the Acceptable Waste, or the suspension, termination, interruption, denial, or failure of renewal of issuance of any permit, license, consent, authorization, or approval necessary to the operation of the Party's Facilities, or acceptance, processing, transportation, or disposal of Acceptable Waste; unless, it is shown that such order or judgment is the result of the grossly negligent, willful, or intentional action or inaction of the Party relying thereon or is the result of grossly negligent or willful violation of applicable laws, and provided further that the contesting in good faith of any such order or judgment shall not constitute or be construed as a grossly negligent, willful, or intentional action or inaction of such Party.
- c. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit if such denial, suspension, termination, interruption, or failure is not also the result of a wrongful or negligent act or omission or a lack of reasonable diligence of the Party relying thereon; provided that, the contesting in good faith or the failure in good faith to contest any such denial, suspension, termination, interruption, imposition, or failure shall not constitute or be construed as such a wrongful or negligent act or omission or lack of reasonable diligence.
- d. The failure of any subcontractor or supplier to furnish services, materials, or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as the affected Party is not reasonably able, after using its best efforts, to obtain substitute services, materials, or equipment.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

"Hazardous Waste" means: (1) any material or substance which by reason of its composition or characteristics is (a) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as replaced or amended, or any laws of similar purpose or effect, and such policies or regulations thereunder, or under relevant state law as replaced or amended, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or (b) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (2) other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for transfer through, transportation by, or disposal from or to a Facility; and (3) any material which would result in process residue being Hazardous Waste under (1) or (2) above.

"Hot Load" means any load of materials delivered to the Facilities that is emitting smoke, fire, or fumes and that may be in imminent danger of fire or explosion.

"Maximum Tonnage" means the total maximum tonnage level of 2,100 tons per month of Acceptable Waste during the term of this Agreement commencing with the Effective Date.

"Maximum Annual Tonnage" means the Maximum Tonnage times twelve (12).

"Parties" means the City of Phoenix and the City of Glendale.

"Special Waste" means any waste that is now or hereafter defined as a special waste under or pursuant to A.R.S. §§ 49-851 et seq. or any other waste that requires special handling under federal, state, or local laws or regulations.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

"Unacceptable Waste" means that portion of solid waste that may not be disposed of at the Facility, such as, but not limited to: (A) explosives, radioactive materials, medical waste or infectious waste; (B) residential cesspool waste, sewage, and sludge; (C) motor vehicles, including major motor vehicle parts, and agricultural and farm machinery and equipment; (D) waste tires; (E) used oil; (F) materials that, in the reasonable judgment of the Parties may present a risk to health or to safety, or has a reasonable possibility of adversely affecting the operation of the Facility such as Hot Loads; or (G) waste not authorized for disposal at any Facility by those entities having jurisdiction over any waste, the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health or safety. Unacceptable Waste also includes any waste that is now or hereafter defined by federal/state law or by the disposal jurisdiction as radioactive waste, Medical Waste including "red bags," Special Waste, or Hazardous Waste.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

**ARTICLE 2  
DELIVERY OF ACCEPTABLE WASTE**

**2.1 Delivery and Tonnage Exchange**

- a. From and after the Effective Date and until this Agreement is terminated or expires, the Parties shall deliver to any or all of the other Party's Facilities up to the Maximum Tonnage of Acceptable Waste, which delivered tonnage the Parties agree shall be exchanged on a ton- for-ton basis each month. The Parties, by mutual written agreement, may change the Maximum Tonnage. Acceptable waste allowable under this agreement may be delivered by the responsible parties or their respective contractors.
- b. Upon execution of this Agreement, each Party shall provide the other with its good faith projections, in writing, of the monthly tonnage, by Facility, that it expects to deliver to the other Party's Facilities. The projected tonnage may be reviewed and modified by either Party as deemed necessary; however, a Party may not deliver more than twenty-five percent (25%) above its projected tonnage to the other Party's Facilities without prior approval by the receiving Party. These projections are intended for planning purposes and are not to be considered contractual commitments to deliver such projected tonnage.

**2.2 Acceptance Obligation**

- a. From and after the Effective Date and until this Agreement is terminated or expires, the Parties shall accept the unloaded Acceptable Waste at their respective Facilities.
- b. The Parties acknowledge that the other Party's Facilities are not for their exclusive benefit.

**2.3 Acceptable Waste Delivered**

- a. PHOENIX and GLENDALE shall use their reasonable efforts to ensure that they only deliver Acceptable Waste to the other Party's Facilities. The Parties may refuse to accept Unacceptable Waste at their respective Facilities.
- b. The Parties recognize that even though certain solid waste would constitute Acceptable Waste, it can be of such a quantity or character as to require special handling for disposal. Therefore, the Parties agree to use their reasonable efforts to reciprocate with like-kind Acceptable Waste to minimize the delivery of that Acceptable Waste which requires special handling for disposal.
- c. The Parties recognize that although waste tires are Unacceptable Waste, they may on occasion be mixed with Acceptable Waste without knowledge or intent of the delivering Party. In such event, waste tires will be handled by the receiving Facility. However, should the receipt of such waste tires become a burden on the receiving Facility, the Parties agree to make a reasonable effort to resolve the problem.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

**2.4 Weighing of Acceptable Waste**

- a. Each vehicle delivering Acceptable Waste shall have a vehicle identification number permanently indicated and conspicuously displayed on the exterior of the vehicle which is readily visible by weigh scale operators. Each Party shall provide a certified tare weight for each such identified vehicle. Incoming Acceptable Waste shall be weighed by weighing all incoming vehicles and recording the weight of each. From time to time, PHOENIX or GLENDALE may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. The Parties, at no extra cost to the other, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the other Party's Facilities.
- b. The Facilities shall provide each vehicle operator with a computer copy of the weight ticket for that load.
- c. In the event the scales become temporarily inoperable due to testing or malfunction, PHOENIX and GLENDALE shall estimate the weight of Acceptable Waste delivered to their respective Facilities on the basis of truck volume and historical data obtained through operation of the Facilities. These estimates shall serve as official records for the duration of the scale outage. In such case, a handwritten ticket may be substituted for the computer copy.
- d. The Parties shall maintain weight records for all vehicles delivering Acceptable Waste to their Facilities.

**2.5 Vehicle Turnaround Time** All vehicles delivering Acceptable Waste to a Facility shall be able to enter the Facility, unload, and exit the Facility within a period of no longer than fifteen (15) minutes on average. The Parties shall provide experienced spotters at their Facilities to direct incoming drivers.

**2.6 Delivery Vehicles** Acceptable Waste may be delivered to the Facilities in a variety of vehicles including, but not limited to, side loading collection trucks, rear loading collection trucks, front loading collection trucks, tractor/trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facilities shall be equipped to receive all vehicles that are lawfully used to transport solid waste and such Acceptable Waste.

**2.7 Hot Loads** In the event that a vehicle delivers a Hot Load, the Parties agree to pay reasonable charges for the other Party's handling of any Hot Load.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

**ARTICLE 3  
STATEMENTS, RECORDS, AND AUDITING**

**3.1 Monthly Reports, Weight Tickets and Monthly Reconciliation**

- a. PHOENIX and GLENDALE shall electronically transmit to the other within five (5) working days after the end of a month a tonnage reconciliation report. These reports shall specify the tonnage of Acceptable Waste delivered and received by each of them from the other at their respective Facilities. PHOENIX and GLENDALE will have ten (10) working days to balance the tonnage received for the month at their respective Facilities.
- b. PHOENIX and GLENDALE shall provide to the other Party an electronic data file in a compatible file format for each month's transactions. The file shall contain, at a minimum, date fields for gross, tare and net weights, truck numbers, route number, transaction date, transaction number, type of material delivered, facility, total cost, and scale number. Any weight that was determined by estimate in accordance with Section 2.4.c shall be so noted on all records of such weights.

**3.2 Tonnage Credits and Payments**

- a. It is the intent of the Parties that each shall deliver to the other Party, up to the monthly maximum tonnage provided for under this Agreement
- b. At the end of each Fiscal Year, the Parties will reconcile their tonnage records. To the extent that one Party delivers Acceptable Waste in excess of that received from the other Party, the excess will accrue as a credit that allows the receiving Party to deliver that amount of Acceptable Waste to the other Party's Facilities in the future. During the term of this Agreement the credit for excess Acceptable Waste received will roll forward from month to month, and year to year as long as each Party desires to continue on that basis. In the alternative, the Party with a net credit at any fiscal year end, and at the termination of this Agreement, may invoice the other Party for the excess tonnage received at its standard tipping fee rate at the time of billing.

**3.3 Record Keeping, Accounting, and Auditing**

- a) The Parties shall keep and maintain complete and detailed records related to the delivery of Acceptable and Unacceptable waste and records providing the basis for invoicing requirements under this Article including: (1) tonnage of Acceptable Waste delivered by a Party to the other Party's facilities; and (2) quantities of Unacceptable Waste and the disposition of such material including the character of the waste, the date, time, and vehicle identification of each vehicle. The Parties shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with their performance under this agreement in accordance with generally accepted accounting principles.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

- b) The Parties, or their audit representative, shall have the right at any reasonable time to inspect, copy, and audit the records, accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, payments, and exchange of Acceptable Waste tonnage. The said records shall be available for inspection and audit for a period of three (3) years following the termination of this Agreement.
- 3.4 **Contractual Charges** At the request of either Party, the Parties may meet near the end of each fiscal year for a review of Contractual Charges for the next Fiscal Year.
- 3.5 **Other Charges** The Parties shall pay or reimburse the other at the next month's billing for the actual reasonable cost of the testing, inspecting, identifying, handling, and/or disposing of Unacceptable Waste pursuant to Article 7.
- 3.6 **Special Handling Fee** If a Party is either required or requested to provide special handling for disposal of certain Acceptable Waste due to its quantity or character, such Party may charge a reasonable special handling fee to the other Party.

**ARTICLE 4  
TERM AND TERMINATION**

- 4.1 **Term of Agreement: Extension** The term of this Agreement shall begin on the Effective Date and terminates on June 30, 2015. This Agreement may be extended on terms and conditions acceptable to both PHOENIX and GLENDALE, and continue thereafter for one (1) additional period of three (3) years.
- 4.2 **Termination** Notwithstanding the provisions of Section 4.1, either Party may terminate this Agreement with or without cause at any time before the expiration of the initial term or any extension thereof upon sixty (60) days prior written notice.

**ARTICLE 5  
GENERAL OBLIGATIONS OF PARTIES**

- 5.1 **Operation of Facilities** The Parties shall operate and maintain their respective Facilities in an efficient and workmanlike manner so as to fulfill their obligations under this Agreement.
- 5.2 **Maintenance of Permits** Except as otherwise set forth herein, neither PHOENIX nor GLENDALE shall take any action which would adversely affect the retention of all Facility permits in good standing.
- 5.3 **Compliance with Applicable Laws** PHOENIX and GLENDALE at all times shall comply with and adhere to applicable laws and regulations of the transfer and transportation of waste and the operation of their Facilities, and shall provide the other Party: (1) true, correct, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

governmental body or agency; and (2) prompt written notice describing the occurrence of any event of or the existence of any circumstance which does or may result in noncompliance or non-adherence, or of any action or proceeding of any nature alleging the same.

- 5.4 Weighing/Scaling of Deliveries** The Parties shall maintain the weighing devices/scales at their Facilities for the purpose of providing its services hereunder. The Parties shall test and re-calibrate the scales at least once each quarter or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by the Parties.

**ARTICLE 6  
FACILITY OPERATIONS**

**6.1 General Operational Terms**

PHOENIX and GLENDALE, during the term and any extensions thereof, shall furnish all labor, materials, supplies, equipment, utilities, buildings, facilities, and supervision necessary or useful to perform the services required by them under this Agreement. The Parties' respective Facilities shall be capable of accepting and handling all Acceptable Waste delivered to them. PHOENIX and GLENDALE shall be solely responsible for the operation and maintenance of their respective Facilities and the handling of Acceptable Waste in accordance with the terms and conditions of this Agreement and shall be solely responsible for all costs associated herewith.

**6.2 Hours and Days of Operation**

- a. The GLENDALE Facility shall receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and Saturday from 7:00 a.m. to 3:00 p.m., excluding City of GLENDALE holidays. Alternative holiday schedules may be established by mutual agreement of the Parties.
- b. The PHOENIX Facilities, which includes the North Gateway and 27<sup>th</sup> Avenue Transfer Stations, shall receive Acceptable Waste from 5:30 a.m. to 5:00 p.m., Mondays through Fridays, and Saturday from 6 a.m. to 4 p.m. The PHOENIX Facilities close on the weekends at 3 p.m. during the months of June, July and August, and are also closed on Thanksgiving Day, Christmas Day, and New Year's Day. On all other City of PHOENIX holidays, PHOENIX may modify Facilities operating hours to meet its own operational schedule.

- 6.3 Right To Inspect** PHOENIX and GLENDALE shall have the right to enter and inspect the other's Facility and observe operations during operating hours. All such visits shall be conducted in a manner that does not cause unreasonable interference with the Parties' operations. The Parties shall require all persons to comply with their safety rules and regulations.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

**ARTICLE 7  
UNACCEPTABLE WASTE**

**7.1 Refusal or Rejection**

- a. If a Party discovers Unacceptable Waste or waste that it suspects is Unacceptable Waste received from the other Party, the receiving Party shall:
- (1) Isolate, remove, and set aside that portion of the load which it determines is or may be Unacceptable Waste;
  - (2) Notify the delivering Party of the discovery within one (1) hour of that discovery, unless that discovery occurs after 4:00 p.m., in which event notification shall be given by 9:00 a.m. of the next day the delivering Party is open for business. Notice shall be deemed a notice of rejection of the Unacceptable Waste if such Unacceptable Waste is determined in accordance with this Section to have been provided by such other Party;
  - (3) Gather, preserve, maintain, and make available to the delivering Party all evidence demonstrating that the Unacceptable Waste was delivered pursuant to this Agreement;
  - (4) Test or arrange to have tested the Unacceptable Waste to ascertain whether that waste is Unacceptable Waste; and
  - (5) Allow the delivering Party to inspect such waste within twelve (12) hours of notice of the existence of such waste, and test the waste and examine all other evidence gathered by the receiving Party within seventy-two (72) hours after the discovery of such waste; for purposes of any inspection conducted pursuant to this Section, the delivering Party shall have access to the Facility and/or any other site at which the suspected Unacceptable Waste is located.
- b. A Party shall have the right to reject Unacceptable Waste for a period not to exceed seventy-two (72) hours after the load is tipped and emptied at its Facility by giving verbal notice to the other Party. Unacceptable Waste shall be deemed accepted if not rejected within this time period.
- c. If waste is not identifiable as PHOENIX or GLENDALE Unacceptable Waste because it has been substantially co-mingled with other loads, it shall not be considered PHOENIX or GLENDALE Unacceptable Waste unless substantial evidence of such status exists. If, after inspecting and/or testing the waste, the Party discovers no Unacceptable Waste or discovers that the Unacceptable Waste was not delivered to its Facility under this Agreement, such Party shall dispose of that waste at no additional cost to the other Party.

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

- d. If Unacceptable Waste is discovered at the Facility and there is proof satisfactory to the delivering Party (acting reasonably) that the Unacceptable Waste was delivered to the Facility under this Agreement, the delivering Party shall, to the extent practicable, be allowed to promptly remove and dispose of the Unacceptable Waste. The delivering Party shall pay or reimburse the other Party for the actual reasonable cost of the inspection, testing, identifying, handling, and proper disposal of the Unacceptable Waste in accordance with Sections 3.5.

**ARTICLE 8  
REPRESENTATIONS AND WARRANTIES**

**8.1 Representations and Warranties of Phoenix** PHOENIX hereby represents and warrants to GLENDALE that:

- a. PHOENIX has the full power and authority to execute and deliver this Agreement to GLENDALE and carry out the transactions contemplated hereby;
- b. PHOENIX has taken all necessary action to execute, deliver, and perform in accordance with this Agreement;
- c. Neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor PHOENIX's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it, which, if violated, would have a material adverse effect on PHOENIX's obligations under this Agreement;
- d. The PHOENIX Facility is appropriately permitted or licensed by Arizona Department of Environmental Quality to accept the Acceptable Waste and otherwise perform as required by this Agreement; and
- e. Upon execution and delivery of this Agreement by PHOENIX it will constitute a legal, valid, and binding obligation of PHOENIX enforceable against it in accordance with the terms hereof.

**8.2 Representations and Warranties of GLENDALE** GLENDALE hereby represents and warrants to PHOENIX that:

- a. GLENDALE has the full power and authority to execute and deliver this Agreement to PHOENIX and carry out the transactions contemplated hereby;
- b. GLENDALE has taken all necessary action to execute, deliver, and perform this Agreement;

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- c. Neither the execution and delivery hereof nor the consummation of the transactions contemplated hereby nor GLENDALE's compliance with any of the terms and provisions hereof does or will contravene any existing law, judgment, governmental rule, regulation, or order applicable to or binding on it or any of its properties which, if violated, would have material adverse effect on GLENDALE's obligations under this Agreement;
- d. The GLENDALE Facility is appropriately permitted or licensed by the Arizona Department of Environmental Quality to accept the Acceptable Waste and otherwise perform as required by this Agreement; and
- e. Upon execution and delivery of this Agreement by GLENDALE, it will constitute a legal, valid, and binding obligation of GLENDALE enforceable against it in accordance with the terms hereof.

**ARTICLE 9  
INDEMNITY**

- 9.1 Indemnification** Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Each Party (as "indemnitor") further agrees to indemnify, defend and hold harmless the other Party and its officers, employees and elected or appointed officials (as "indemnitee") for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising out of the Parties failure to comply with all applicable laws, rules, and regulations.
- 9.2 Environmental Indemnification** Each Party agrees to indemnify, defend, and hold harmless the other Party for the costs of removal or remedial actions under the Comprehensive Environmental Response, Compensation & Liability Act of 1980 (42 U.S.C. §§9601, et seq., also known as "CERCLA" or "Superfund") or comparable state law incurred as the result of either Party's treatment and disposal activities at a Party's landfill except to the extent such removal or remedial actions are caused by or arise out of the negligence or willful conduct of each City, its officers, employees, or agents. This indemnity shall apply only if a Party's waste conforms with the requirements of this Agreement.

**ARTICLE 10**

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**OBLIGATIONS DURING FORCE MAJEURE**

- 10.1 Notice Relating to Force Majeure** If any act or event of Force Majeure occurs which affects a Party's Facility, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as reasonably practicable and shall deliver to the other Party within forty-eight (48) hours after such oral notice written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.
- 10.2 Obligations of the Parties During an Event of Force Majeure** If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from performance during the existence of the Force Majeure upon written notice to the other Party from the Party claiming Force Majeure; provided, however, the Party not claiming Force Majeure may deliver its Acceptable Waste to the other Party's Facility, if receipt is not prohibited by Force Majeure, by paying the Contractual Charges for all tonnage delivered during the existence of the Force Majeure. A Force Majeure for which said notice has not been given shall be an unexcused delay. The effects of said Force Majeure shall be remedied with all reasonable dispatch, and the Party giving notice shall use best efforts to eliminate and mitigate the consequences thereof. The Parties shall, during the Force Majeure, pay averaged Contractual Charges for the Acceptable Waste actually delivered to the other Party's Facility. At such time as the act or event of Force Majeure is cured, immediate verbal notice followed by written notice, shall be given to the other Party and all reasonable efforts shall be made to resume deliveries of Acceptable Waste as contemplated under this Agreement.

**ARTICLE 11  
GENERAL PROVISIONS**

- 11.1 No-Assignment** Neither Party shall assign, transfer, convey, subcontract, pledge, or otherwise hypothecate this Agreement or its rights, duties, or obligations hereunder nor any part thereof without the prior written consent of the other Party, which may be withheld in its sole discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of this Agreement.
- 11.2 Severability: Integration** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement, or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement, or statement of intention not so set forth.

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**11.3 Indulgences Not Waivers** Neither the failure nor any delay on the part of a Party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.

**11.4 Notices** All official notices and approvals shall be in writing. Unless otherwise directed, such notices shall be hand delivered or delivered by certified or registered mail, return receipt requested to the Parties at the following respective addresses:

To City of Phoenix:

Mr. Tony Miano  
City of Phoenix Public Works Department  
Solid Waste Field Services Division  
200 West Washington, 6<sup>th</sup> Floor  
Phoenix, Arizona 85003

To City of Glendale:

Mr. Stuart Kent  
Public Works Department  
6210 West Myrtle Avenue, Suite 111  
Glendale, Arizona 85301-1700

With a copy to:

City Attorney Office  
City of Glendale  
5850 West Glendale Avenue, Suite 450  
Glendale, Arizona 85301

Either Party may from time to time designate a new address or a different person for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the third business day after its mailing.

**11.5 Remedies** The Parties to this Agreement, in addition to the right of termination provided pursuant to Section 4.2 of this Agreement, shall in the event of a material breach of any term of this Agreement have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court

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costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

- 11.6 Disputes** This Agreement shall be subject to arbitration as may be required by A.R.S. Section 2-1518.
- 11.7. Conflict Of Interest** The parties acknowledge that this Agreement is subject to cancellation provisions pursuant to A.R.S. Section 38-511, the provisions of which are incorporated herein and made a part hereof.
- 11.8 Inspection And Audit** All books, accounts, reports, files and other records relating to this Agreement shall be kept for five (5) years after termination of this Agreement, and shall be subject at all times to inspection and audit by either Party. Such records shall be produced at the Auditor General's Office or at the requesting Party's principal office within a reasonable time after their request.
- 11.9 Entire Agreement** This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement shall be consistent with Article III.
- 11.10 Invalidity Of Part Of This Agreement** The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
- 11.11 Compliance With Non-Discrimination Laws** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.
- 11.12 Immigration Law Compliance**
- a. Each Party, and on behalf of any subcontracted Party, warrants to the extent applicable under A.R.S. § 41-4401, compliance with federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
  - b. Any breach of warranty under subsection 11.12.a above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
  - c. Each Party retains the legal right to inspect the papers of any contracted Party's or subcontracted Party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under subsection 11.12.a above.
  - d. Each Party may conduct random inspections, and upon request or notice to other Party shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection 11.12.a above. Each Party agrees to keep papers and records

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available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this section 11.12.

- e. Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the other Party.
- f. The warranty and obligations under this section for each Party is continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- g. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**11.13 Prohibitions** Each Party certifies, to the extent applicable under the A.R.S. §§ 391 et seq. and 35-393 et seq., that neither has "scrutinized" business operations in Sudan or Iran.

[SIGNATURES ON NEXT PAGE]

RECIPROCAL SERVICES AGREEMENT  
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Dated this 13<sup>th</sup> day of MARCH, 2012.

CITY OF PHOENIX, a municipal corporation  
DAVID CAVAZOS, City Manager

By John A. Trujillo  
John A. Trujillo  
Its \_\_\_\_\_  
Acting Public Works Director

ATTEST:

Chris Meyer  
City Clerk



APPROVED AS TO FORM:

[Signature]  
ACTING City Attorney AZW

CITY CLERK DEPT.  
2012 MAR 13 PM 12:29

**PROJECT DIRECTOR APPROVAL**

I have reviewed the terms of this agreement and they are acceptable to me. I request that an authorized signatory execute this Agreement on behalf of City of Glendale.

\_\_\_\_\_  
Date

**RECIPROCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF PHOENIX AND THE CITY OF GLENDALE**

Dated this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF Glendale, an Arizona municipal  
corporation

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with the requirements of § 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge that: (1) they have reviewed the above Agreement on behalf of their respective clients; and, (2) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City of Glendale

\_\_\_\_\_  
City of Phoenix